ESWATINI WATER SERVICES CORPORATION



INVITATION TO TENDER

TENDER NO.19 of 2022/2023

SUPPLY OF FLEET AND HEAVY PLANT EQUIPMENT

Prepared by:

Eswatini Water Services Corporation Headquarters, Emtfonjeni Building, Cnr MR103 and Cultural Village Drive Ezulwini



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ABBREVIATIONS/ACRONYMS

EWSC - Eswatini Water Services Corporation/the Corporation

BofQ - Bills of Quantities

PO - Purchase Order

ISO - International Standards Organization

SABS - South African Bureau of Standards

GST - General Sales Tax

Kg - Kilograms

TON -Tone

BS - British Standards

Ltr - Litre



1 INTRODUCTION TO TENDER DOCUMENTS

The Eswatini Water Services Corporation (EWSC/the Corporation) has decided to replace its fleet after the life span. This tender seeks credible and suitable entities to supply the Corporation with selected plant and equipment.

This tender document includes a comprehensive technical specification together with required quantities, which shall be drawn down over the contract period. Most sections of the tender documents are standard and apply to all tenders.

These procedures will achieve the basic requirements of best practice procurement which is to secure the supply of equipment/fleet, at the right price and to obtain the right quality.

The tender documents include all the necessary forms and conditions of contract and will therefore form a contract once an award has been made.



2 INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

1.1. General

The Tenderers attention is drawn to the following notes, which IF NOT COMPLIED WITH MAY CAUSE THE TENDER TO BE REJECTED.

1.2. Compliance with Instructions

The tender shall be submitted in accordance with these Instructions and the tender notice, which shall at all material times conform to the requirements of the Procurement Act of 2011 (refer also to Section 4 of this bid)

1.3. Completion of Tender Documents

The tender documents shall be completed as issued to the tenderer. The tender shall be signed and witnessed, and all information required shall be completed by the Tenderer.

2.3.1 Expenses of Tender

The Client named in the Data Sheet will select a firm in accordance with the method of selection specified in the Data Sheet.

The Tenderers are invited to submit a sealed quotation according to the specifications in the schedule

Please note that (i) the costs of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

It is the Corporation's policy to require that its Officials as well as contractors observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Corporation's Board of Directors:

(a) defines, for the purposes of this provision, the terms set forth below as follows:



- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- (c) will institute legal action if at any time it determines that corrupt or fraudulent practices were engaged in by representatives of the Corporation during the selection process or the execution of the contract.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract; and
- (e) will have the right to require that a provision be included requiring Tenderers to permit the Corporation to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Corporation.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Tenderers shall be aware of the provisions on fraud and corruption stated in the Standard Contract.



2.4 Bid Price

- a) the Contract Price shall be the lump sum Accepted Contract Amount and not subject to adjustments in accordance with the Contract.
- (b) the supplier shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, except for Adjustments for Changes in Legislation.
- (c) any quantities or price data which may be set out in a Schedule shall be used for the purposes stated in the Schedule and may be inapplicable for other purposes.

2.5 Authority of Tender

The tender must be signed by a duly authorized representative and evidence to that effect should be provided (i.e., Power of Attorney).

2.6 Alterations and Modifications

Tenders shall be completed and submitted as printed save for paragraph 2.7. Alterations or modifications to the original tender document are not permitted.

2.7 Errors

Deletions / cancellations of errors using correction fluid or overwriting is not permitted. Errors / mistakes shall be neatly cancelled with a single line through, corrected and initialed for or attested to in the right-hand margin alongside the alteration by the tenderer.

2.8 Issuing of Additional Documents

If for any reason during the tender period it becomes necessary to vary the tender documents an addendum will be issued to all Tenderers (for this



reason Tenderer's address, telephone, telefax & contact person should be left with EWSC when documents are collected).

Should any Tenderer have any queries about the Tender, he should refer those queries **in writing** to the Eswatini Water Services Corporation (the Corporation) not later than 5 days before tender submission, Eswatini Water Services Corporation: email procurement@swsc.co.sz

2.9 Incomplete Tenders

The schedule consists of different sections. **Tenderers can make relevant offers according to their area of supply**. Awards will be made to different suppliers, accordingly.

2.10 Qualified Tenders

- 2.10.1 A tender will be considered fully responsive if it contains no conditions and / or qualifications.
- 2.10.2 Tenderers who choose to include conditions and / or qualifications must also include an assessment of the implications such conditions and/or qualifications may or will have in terms of quality of service/product(s), time constraints and cost. A failure to comply with this requirement shall result in the tender being rejected.
- 2.10.3 Tenderers shall be notified in writing of any condition and / or qualification that is unacceptable to the EWSC. The Tenderer shall be afforded an opportunity to withdraw such condition and / or qualification if it has no material bearing on the terms and conditions of this instruction document.

The Corporation reserves the right to only consider tenders that have no conditions and / or qualifications.

2.11 Alternative Offers

Alternative offers **shall be submitted separately** and shall clearly indicate and include the specification(s) applicable to the alternative. Furthermore, detailed



information on the additions or omission to the item specified in the BoQ must be provided to allow for thorough assessment of the offer

2.12 Services Required

- 2.12.1. This tender provides for the soliciting of services for the supply, delivery, off-loading, testing, acceptance, commissioning and maintenance during the guarantee and /or warranty period of Equipment/Item as defined in the particular specification or BofQ.
- 2.12.2. The guarantee and / or warranty period shall be as per the manufacture's specifications commencing on the date of <u>acceptance</u> after delivery to EWSC.
- 2.12.3. All services and workmanship shall be of the highest quality throughout, and any inferior work shall be cause for **non-acceptance**.
- 2.12.4. All plant supplied shall possess the qualities and properties best suited for the purpose for which they are required. All plant and performance shall, unless specified otherwise in this document, comply with the requirements of the most recent edition of the appropriate **ISO** or other internationally recognized Standard Specifications.

All items tendered for are to be approved by an internationally recognized standards authority and shall be submitted with all standard and test certificates in connection thereto.

The Corporation subscribes to universally recognized safety, health, environmental and quality principles and as such, a failure to adhere to all the stated and implied terms and conditions may lead to outright termination of the tender agreement.

2.13 Laws of Eswatini



Tenderers are advised to familiarize themselves with the Constitution and laws of Eswatini, e.g., customs, immigration, taxation, and labor laws.

2.14 Submission, Receipt, and Opening of Proposals

The original proposal shall be prepared in **indelible ink**. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

An authorized representative of the firm must initial all pages of the proposal originals. Submissions shall also include the firm's valid trading license, a valid tax clearance, Form J and the completed legibility form (Annexure 1 Attached). Tenderers shall prepare the number of copies indicated in the Data Sheet.

An authorized representative of the firm must initial all pages of the proposal originals. Submissions shall also include the firm's valid trading license, a valid tax clearance, Form J and the completed legibility form (Annexure 1 Attached). Tenderers shall prepare the number of copies indicated in the Data Sheet. The completed bids must be delivered at the submission address on or before the time and date stated in the Data Sheet (Section 7). Any proposal received after the closing time for submission of proposals shall be returned unopened.

After the deadline for submission of proposals, the submissions shall be opened immediately by the evaluation committee.

Where there is a discrepancy between the product of the unit price and quantity and the "amount" inserted in the total price for estimated quantity the unit price will take precedence. The total tender sum shall remain unaltered irrespective of errors in calculation and summation. The price must include delivery to EWSC designated Region for the Equipment.

2.16 Award of contract

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

The contract award decision shall be taken by the appropriate approval's authority, but the award decision does not constitute a contract. Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website.

The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other suppliers on the shortlist that they were unsuccessful.



2.17 Submission of Tender

The Tenderer must return the completed tender document together with the following documents:

- i. A CURRENT TAX CLEARANCE CERTIFICATE (for Government or Parastatal Tender)
- ii. A VALID/CURRENT TRADING LICENCE
- iii. GENERAL RECEIPT FOR PURCHASE OF TENDER DOCUMENT,
- iv. ITEM SPECIFICATIONS,
- v. LABOUR COMPLIANCE CERTIFICATE
- vi. ENPF CERTIFICATE
- vii. COMPLETED CERTIFICATES OF COMPLIANCE,
- viii. COMPLETED SCHEDULE OF PLANT
- ix. FORM OF TENDER,
- x. A TENDER BOND DULY SIGNED,
- xi. A POWER OF ATTORNEY (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).
- xii. LEGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT (attached)
- xiii. DIRECTORS POLICE CLEARANCES

2.18 Wrong Information Furnished

The successful bidder shall be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Corporation shall, in addition to any other legal remedy it may have, exercise its legal rights to recover from the contractor all costs, losses or damages incurred or sustained by the Corporation as a result of the award of the contract.



2.19 Data Sheet

The name of the Client is: **Eswatini Water Services Corporation**

The method of selection is **Quality and Cost based**

The assignment is phased: **No.**

Requests for clarification: Up to 5 days before submission date

Bid Currency – Emalangeni

Language of bid -English

The name(s) and telephone numbers of the Client's official(s) are:

Abraham Dlamini 2416 9164 Phindile Nkomo 2416 9149

Submission date: by 12:00 PM on Friday, 19 October 2022

The address for requesting clarifications is: procurement@ewsc.co.sz

Telephone 2414 9000

(i) Firm/entity may associate with other firms: No

(ii)Training is a specific component of this assignment: Yes

Proposals must remain valid 90 days after the submission date.

The Corporation does not bind itself to appoint the lowest or any bidder.



Proposals shall be hand delivered to a designated tender box at the address below.

Physical Address

Eswatini Water Services Corporation Emtfonjeni Building Corner (MR 103) and Cultural Village Road Ezulwini

Information on the outer envelope should also include - SUPPLY OF FLEET AND HEAVY PLANT EQUIPMENT

Proposals shall be valid for a period of 90 days after Bid opening and must be accompanied by a bid security of SZL 10 000.00 and delivered to;

The Managing Director
Eswatini Water Services Corporation Headquarters,
Emtfonjeni Building,
Corner MR103 and Cultural Village Drive,
Ezulwini



| CRITERIA | POINTS |
|------------------------------------------------------------------------------|--------|
| Specific experience of the tenderer relevant to the assignment, no less than | |
| 5 years. | 10 |
| Technical specification | 50 |
| | |
| Experience, qualifications and competence of the key staff | 10 |
| | |
| Participation by nationals / locals among proposed team | 10 |
| Total | 80 |
| | |
| Financial Price (Insert Price) | |
| Financial Price (Score) | 10 |
| Financial Maintenance Cost (Fuel, Service, major Parts) | 10 |
| Financial Scores | 20 |
| | |
| Total Score | 100 |

Evaluation Criteria

Bidders will have to attain a score of 70% to be shortlisted

The technical specification score will be based on the total cost of ownership of the asset

3 CONDITIONS OF CONTRACT

3.1 Definitions

"Purchaser" is Eswatini Water Services Corporation (the Corporation)

"Days" refers to calendar days

"Working days" Monday to Friday



"Contractor/ Supplier" is the entity with whom the Purchaser concludes the contract.

"Articles" means all articles, plant, equipment, materials, items and services which the contractor is required under the contract to supply.

3.2 General conditions and notices

Any notice or other communication whatsoever which the Corporation is required to give or make to the contractor in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Contractor at the last place of abode or business of the Contractor and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

3.3 Contractor not to sublet the contract

The contract shall be considered as a contract made in Eswatini and subject to the "Law of Contract" in Eswatini.

The Contractor shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contractor without the previous consent in writing of the Corporation.

3.4 Contractor warrantee

The Contractor warrants all articles, material or services delivered to be free from defect of material or workmanship and this warranty shall survive any **inspection**, **delivery**, **acceptance**, or payment by **the Corporation** for the articles, material, or services.

3.5 Standard of Materials



The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification, and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

3.6 Quality of Materials

The Equipment delivered shall be of the quality, standards or specification described in the Bills of Quantities.

The Corporation shall have the right to reject or, at its discretion, to require the replacement of items, workmanship or services which are defective or do not conform to the specified requirements of this contract or reasonable standards. All rejects shall be held at the Contractor's risk and expense including all transportation and handling costs until returned to or collected by the Contractor. All rejects shall be replaced or rectified and made good at the Contractor's expense immediately to the full satisfaction of the Inspectors and in conformity with the standards or specification in this contract.

3.7 Rejection of Equipment

- i. Should the Equipment or any part of them offered or delivered by the Contractor be reasonably rejected by the officer to whom the Contractor has been ordered to deliver them as not being equal to the quality standard or specification contracted for, the contractor shall forthwith at his own expense, remove the rejected articles and shall within the replacement period replace them with a like quantity of articles which meet the specification requirements.
- ii. In the event of the Contractor failing to remove such rejected Equipment or parts within 14 days of notification of the rejection, the Corporation shall be at liberty to return them at the Contractor's risk the cost of carriage being recoverable from the Contractor.
- iii. In the event of a rejection of any of the Equipment whereby the contractor considers himself aggrieved he may, within three days of the receipt of notification of rejection and before such items have been



removed give the Corporation notice of objection. It shall be a condition precedent to consideration by the Corporation of the Contractor's objection that the Contractor shall give notice of his objection within the said time; if the Contractor gives notice as aforesaid the items shall not be removed until EWSC so directs.

3.8 Supply by due Date

Should the Contractor fail to supply the items on the date or dates or within the period or periods specified thereof, or fail to replace any rejected items as required by the contract, the Contractor shall be liable to make good to the Corporation all loss and damage occasioned by such failure including any reasonable price (whether greater than the appropriate contract price or not) paid by the Corporation in purchasing the item on which default has been made, from a source other than the Contractor. In such an event the Corporation shall be at liberty to retain the amount of such loss or damage from any money due by the Corporation to the Contractor but without prejudice to other methods of recovery open to the Corporation.

3.9 Alterations to Specifications

The Corporation reserves the right to alter from time to time any specifications relating to the contract, and as from the date specified by it for any such alteration, the articles shall be in accordance with the specifications so altered. In the event of such alteration involving an alteration in the cost of, or in the period for production, the parties shall make a revision of the contract prices and of the time for delivery.

3.10 Prices to be all-inclusive

The price shall be the price of the Equipment and delivered inclusive of all taxes to the Corporation at risk to the Contractor. Prices shall be NET; all cost and trade discounts being allowed for.

3.11 Price Variation

The price per item shall not be subject to any adjustment whatsoever.



3.12 Additional Services

The contractor may be required to provide any or all the following services including additional services if any:

- i. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods.
- ii. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.
- iii. Prices charged by the supplier for incidental services, if not included in the

Contract price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

3.13 Payment Terms and Conditions

Payment will be effected on a once-off basis. Payment will be made within 30 days of the date of receipt of all: Equipment/Items, delivery note(s) and invoices.

3.14 Exchange Rate

Currency fluctuations in the exchange rates between Emalangeni/Rand and the currencies used to purchase imported items quoted in the tender documents shall not affect the prices specified in the Bills of Quantities.

3.15 Delivery Notes and Invoices



Except where otherwise directed each delivery of articles shall be accompanied or preceded by a delivery consignment or advice note addressed to the officer at the place where the Articles are delivered. Immediately after dispatch of the articles a priced invoice shall be posted or delivered in accordance with the instructions set out in each order and must bear the number of the order, the quantity of each item, the exact name of each article supplied and the reference number in accordance with the Bills of Quantities.

Payment shall not be made for orders that have been partly delivered (i.e., short deliveries).

3.16 EWSC rights to purchase elsewhere

Nothing contained in the contract shall be held to restrain EWSC from contracting with persons other than the Contractor for the supply of articles that are the subject of the Contract, if it shall at its discretion think fit to do so. But EWSC will not exercise this power so long as the Contractor satisfactorily carries out all conditions of the Contract except in cases of emergency or of circumstances which could not be foreseen when the Contract was entered into.

3.17 Patent rights

The Contractor shall not, in connection with the contract use, supply or deliver materials, the use of which would be an infringement of any patent rights or proprietary marks or descriptions and the Contractor shall indemnify EWSC from all proceedings, damages, costs, charges, expenses, loss and liability which EWSC may sustain, incur or be put to by reason or in consequence directly of any breach of this provision (whether willful or inadvertent) and against the payment of any royalties or other monies which EWSC may have to make to any person or body entitled to exclusive rights in respect of any process, articles, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with the contract.

3.18 Fees gratuities or rewards

The Contractor shall not offer, pay or cause to be offered, paid or given directly or indirectly any fee, gratuity or, reward in money or any other form to any



person in the employ of the EWSC. In the event that this condition is breached, it may lead to the termination of the contract.

3.19 Breach of terms and conditions

In case the Contractor shall be in breach of any of the terms and conditions of this agreement, or, shall on any occasion fail in the due and punctual supply of any of the articles to be supplied under the contract, or shall offer any articles of an inferior quality to that contracted for, or at any time fail to replace such articles when properly rejected, the Contractor shall be deemed to have failed in the due performance of the contract and EWSC shall be at liberty by notice in writing or otherwise to terminate the contract, but without prejudice to EWSC's rights of retention and recovery in respect of any loss or damage sustained.

3.20 Termination by the Purchaser

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.21 Resolution of Dispute

The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

3.22 Terminated Contract Rescheduling

In the event that the contract is terminated, the other suppliers who passed the evaluation will be given an opportunity to provide a revised schedule of prices (i.e., amended bills of quantities) and a contract will then be entered into with the supplier with the most favorable price.





4 Eligibility Criteria in terms of Procurement Act of 2011 (Eswatini)

Kindly refer to the table below and note that this form shall be included in the Tender / Request For Proposals (RFP); fully completed and signed by the tenderers authorized representative.

| ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011 | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--|--|
| Bidder Date | | | |
| JV Partner | | | |
| LEGAL REQUIREMENT | RESPONSE/EVIDENCE | | |
| Our firm has the legal capacity to enter the contract | Certificates of incorporation, Forms C and J, Trading licences Power of attorney. | | |
| Our firm is not insolvent, in receivership, bankrupt or being wound up. Its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing | Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: | | |
| Our firm has fulfilled its obligations to pay taxes and social security contributions | Valid tax clearance certificate for Government and parastatal tenders enclosed ENPF Compliance Certificate | | |
| It adheres to basic labour legislation viz; in respect to satisfactory, safe, and healthy conditions. | Labour Compliance Certificate enclosed | | |
| have circumstances in which we can benefit whether directly nor indirectly from the procurement process. | Confirmation by signature of authorised signatory: | | |
| Our firm, or any of its directors/key personnel or officers, have not been convicted of any | | | |

| criminal offence relating to professional | i |
|--------------------------------------------------|------------------------------|
| conduct or the making of false statements or | |
| misrepresentations as to its qualifications to | |
| enter into a procurement contract within a | |
| period of five years preceding the | |
| commencement of procurement proceedings | |
| Our company and none of its directors or | Confirmation by signature of |
| officers have been suspended from | authorised signatory: |
| participating in the tendering process by | i |
| SPPRA for the reasons specified in Section 56 | |
| of the Act | |
| Our company and its directors and officers are | Confirmation by signature of |
| not a government owned entity, are not public | authorised signatory: |
| officers or politicians as defined in Section 60 | i |
| of the Act | |
| EWSC bid document purchase receipt | Enclosed |



BILLS OF QUANTITIES

4.0 GENERAL

The non-completion of the Bills of Quantities will lead to the disqualification of the tender.

4.1 Quality Standards and Trade Names

The Contractor is advised that all trade names specified in these Bills of Quantities and in the Specifications are to be read as "of other approved equivalent". Trade names and manufacturer's catalogue reference numbers have been specified to establish a minimum quality standard only and are not intended to limit the Contractor to any specific manufacturer or, manufacturer's product. The Contractor shall price the Bills as printed. The Client's written approval must, in all cases, be obtained before the use of any alternative to the specification.

4.2 Guarantees

Where guarantees are called for, the Contractor shall obtain a written guarantee, addressed to the Purchaser, from the firm supplying the materials and shall deliver same to the client with each Statement or Invoice submitted. The guarantee shall state that workmanship and materials are guaranteed for a specified period from the date of delivery or installation, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying materials upon written notice from the Purchaser to do so. The Purchaser shall be the sole judge of the cause responsible for defects in the materials and his ruling shall be final and binding.

4.3 Parts

All equipment parts for which Specifications and Codes of Practice are laid down by an internationally recognized standards accreditation body to comply with the latest revised issue of the relevant SABS or BS Specification.



All equipment parts shall be manufactured and supplied in accordance with the stated standards and shall have substantial documentation traceable origins to the place of manufacture and the origin of supply.

Certificates of Compliance must be completed for the tender to be compliant and judged as substantive without qualification. All specifications of materials shall be confirmed by the tenderer and entered as Comply or Not Comply with regard to items to be supplied by them under the contract.

4.4 Loss by Theft, Fire or otherwise

The Contractor shall immediately upon acceptance of this tender take full risk for any loss or damage whatsoever to any part under this contract before delivery and acceptance by the Purchaser, whether caused by theft, fire, storm, riot or otherwise and shall take such steps- as he may deem necessary for his own protection against such loss or damage.

4.5 Delivery Date

All equipment must be delivered within Thirty (30) calendar days after contract has been awarded.

5 SPECIFICATIONS

5.1 Petrol driven LDV, 4-cylinder, fuel injection, long wheelbase

| Petrol driven LDV, 4-cylinder, fuel injection, long Indicate vehicle's compliance wheelbase | | | | |
|---------------------------------------------------------------------------------------------|-----------------------|--|--|--|
| (a) Engine | | | | |
| capacity | 2.0L | | | |
| (b) Minimum | | | | |
| power | 70Kw | | | |
| (c) Load capacity | Approximately one ton | | | |
| (d) Long | | | | |
| Wheelbase | | | | |



| (e) Transmission | Manual, 6 speed, floor shift | |
|-----------------------------|-----------------------------------------|--|
| (f) Steering Power assisted | | |
| | | |
| (g) Tyres / Rims | 15"-Steel rims | |
| (h) Fuel tank | | |
| | Minimum capacity: 55-80L | |
| | Siphon proof | |
| | Lockable fuel cap | |
| (i) Service plan | Indicate service plan | |
| | | |
| (j) Warranty | Indicate warranty | |
| (k) Colour | White | |
| (l) Interior | Writte | |
| | Spacious to provide greater comfort | |
| | for seat adjustment and loading of | |
| | minor tools / equipment behind the | |
| | seat. | |
| (m) Accessories | 2kg fitted fire extinguisher | |
| | Rubberised bin | |
| | Alarm / Immobiliser | |
| (n) Vehicle to be | Spare wheel | |
| equipped with | Maintenance manual | |
| | Vehicle service book | |
| | Jack and wheel spanner | |
| | Warning triangles | |
| | One eye and bolt tow bar and 7- | |
| | point socket to energise trailer lights | |
| | to be fitted at the Rear with checker | |
| | plated step plate on both sides of | |
| | tow bar | |
| (o) Extras | | |
| | Radio/Cd combination and black roll | |
| | bar | |
| | Electrical Windows | |
| | Air conditioner | |



| Motor Vehicles | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| <u>cv</u> | |
|-----------------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality,diploma,certificate & Training | |

| Reference should indicate Qty, Amount, Customer, | | |
|-------------------------------------------------------|--|--|
| Period | | |
| Average number of vehicles serviced per year - last 5 | | |
| years | | |
| Number of vehicles sold per year last 5 years | | |

5.2 Diesel driven LDV, 4-cylinder, fuel injection- Twin Cab 4x4

| Diesel driven LDV, 4-cylin | Indicate compliance | vehicle's | |
|----------------------------|-------------------------------|-----------|--|
| (a.)Engine capacity | 2.4L-2.5L | | |
| (b.)Minimum power | 100-120kw | | |
| (c.) Load capacity | Approximately one ton | | |
| (d.)Long Wheel Base | | | |
| (e.)Transmission | Manual, 6 speed, floor shift | | |
| (f.) (f) Steering | Power assisted | | |
| (g.)Tyres / Rims | 17" – Steel Rims | | |
| (h.)Fuel tank | | | |
| | Minimum capacity of 75 litres | | |
| | Siphon proof | | |
| | Lockable fuel cap | | |

| (i.) Service Plan | Indicate service plan |
|----------------------------|-----------------------------------------|
| | |
| (j.) Warranty | Indicate warranty |
| (k.) Colour | White |
| (l.) Accessories | |
| | 2kg fitted fire extinguisher |
| | Rubberized bin |
| | Alarm / Immobilizer |
| | Roll bar |
| | Bull bar |
| | Tow bar |
| | Spare wheel |
| (n) Vehicle to be equipped | Maintenance manual |
| with | Vehicle service book |
| | Jack and wheel spanner |
| | Warning triangles |
| | One Eye and bolt tow bar and 7-point |
| | socket to energize trailer lights to be |
| | fitted at the Rear with checker plated |
| | step plate on both sides of tow bar |
| (m) Optional | |
| extras | Radio / Cd combination |
| | |
| | Electrical Windows |
| | |
| | Air conditioner |

| Motor Vehicles | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| <u>cv</u> | |
|----------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & | |
| Training | |



| Reference should indicate Qty, Amount, Customer, |
|-------------------------------------------------------|
| Period |
| Average number of vehicles serviced per year - last 5 |
| years |
| Number of vehicles sold per year last 5 years |

5.3 Diesel driven LDV, 4-cylinder, fuel injection, long wheelbase - Single Cab 4x4

| Diesel driven LDV, 4-cylinder | | |
|-------------------------------|-------------------------------|-----------------|
| | | Indicate |
| | | vehicle's |
| | | compliance |
| (a.)Engine capacity | 2.4L – 2.5L | |
| (b.)Minimum power | 106-115kw (Indicate kw power) | |
| (c.) Load capacity | Approximately one ton | |
| (d.)Fuel consumption | | |
| (combined cycle) | | |
| L/100km | Indicate fuel consumption | |
| (e.)Long Wheel Base | | |
| (f.) Transmission | Manual, 6 speed, floor shift | |
| (g.)Steering | Power assisted | |
| | | |
| (h.)Tyres / Rims | 17" – Steel Rims | |
| (i.) Fuel tank | | |
| | Minimum capacity of 80 Litres | |
| | Siphon proof | |
| | Lockable fuel cap | |
| (j.) Service Plan | Indicate service plan | |
| (k.)Warranty | Indicate warranty | |
| (l.) Colour | White | |



| (m.) Interior | Spacious to provide greater comfort for seat | |
|----------------------------|-----------------------------------------------------|--|
| | adjustment and loading of minor | |
| | tools/equipment behind the seat | |
| (n.)Accessories | | |
| | 2kg fitted fire extinguisher | |
| | Rubberized bin | |
| | Alarm / Immobilizer | |
| | Roll bar | |
| | Tow bar | |
| | Bull bar | |
| (o.)Vehicle to be equipped | Spare wheel | |
| with | Maintenance manual | |
| | Vehicle service book | |
| | Jack and wheel spanner | |
| | Warning triangles | |
| | One Eye and bolt tow bar and 7-point socket | |
| | to energize trailer lights to be fitted at the Rear | |
| | with checker plated step plate on both sides | |
| | of tow bar | |
| | | |
| | Radio / Cd combination | |
| | | |
| | Electrical Windows | |
| | Air conditioner | |
| | | |
| | Side Steps | |

| Motor Vehicles | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| <u>cv</u> | |
|----------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |



| Indicate nationality, diploma, certificate & | |
|----------------------------------------------|--|
| Training | |
| | |
| | |

| Reference should indicate Qty, Amount, Customer, | | |
|--------------------------------------------------|-------------------------------------------------------|--|
| | Period | |
| | Average number of vehicles serviced per year - last 5 | |
| | years | |
| | Number of vehicles sold per year last 5 years | |

5.4 Petrol driven, 7-seater MPV, fuel injection, Auto

| Petrol driven LDV, 4-cylind wheelbase | ler, fuel injection, long | Indicate vehicle's compliance |
|----------------------------------------|----------------------------------------------------------|-------------------------------|
| (a.) Engine capacity | 1.5L - 1.6L | |
| (b.) Minimum power | 70Kw | |
| (c.) Fuel consumption (combined cycle) | | |
| L/100km | Indicate consumption | |
| (d.) Long Wheel Base | | |
| (e.) Auto | Indicate transmission speed | |
| (f.) Steering | Power assisted | |
| (g.) Tyres / Rims | 14" Rim | |
| (h.) Fuel tank | Minimum capacity of 40 litres | |
| | Siphon proof | |
| | Lockable fuel cap | |
| (i.) Service plan | Indicate service plan | |
| (j.) Warranty | Indicate warranty | |
| (k.) Colour | White | |
| (l.) Interior | Spacious to provide greater comfort for seat adjustment. | |
| (m.) Accessories | 2kg fitted fire extinguisher | |
| | Alarm / Immobiliser | |
| | Air conditioner | Trites . |

| | Radio/CD | D player fitted |
|-----------------|------------|---------------------|
| (n.) Vehicle to | e Spare wh | heel |
| equipped with | Maintena | nance manual |
| | Vehicle se | service book |
| (0.) | Jack and | l wheel spanner |
| | Warning | g triangles |
| | One Eye | e and bolt tow |
| | | 7-point socket |
| | _ | gise trailer lights |
| | to be fitt | tted at the Rear |
| | with ch | hecker plated |
| | step plate | te on both sides |
| | of tow ba | par |

| Motor Vehicles | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| <u>cv</u> | |
|-------------------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & Training | |

| Reference should indicate Qty, Amount, Customer, |
|-------------------------------------------------------|
| Period |
| Average number of vehicles serviced per year - last 5 |
| years |
| Number of vehicles sold per year last 5 years |



5.5 Petrol driven, 5-seater SUV, fuel injection, Auto

| Petrol driven LDV, 4-cylind | er, fuel injection, long wheelbase | Indicate vehicle's compliance |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| (a.) Engine capacity | 1.6L - 1.8L | |
| (b.) Minimum power | 100Kw (170Nm) | |
| (c.) Fuel consumption (combined cycle) | | |
| L/100km | Indicate consumption | |
| (d.) Seats | Leather | |
| (e.) Auto | Indicate transmission speed | |
| (f.) Steering | Power assisted | |
| (g.) Tyres / Rims | 17" Rim | |
| (h.) Fuel tank | Minimum capacity of 50-60 litres | |
| | Siphon proof | |
| | Lockable fuel cap | |
| (i.) Service plan | Indicate service plan | |
| (j.) Warranty | Indicate warranty | |
| (k.) Colour | White | |
| (l.) Interior | Spacious to provide greater comfort for seat adjustment. | |
| (m.) Accessories | 2kg fitted fire extinguisher | |
| | Alarm / Immobiliser | |
| | Air conditioner | |
| | Radio/CD player fitted | |
| (n.) Vehicle to be | Spare wheel | |
| equipped with | Maintenance manual | |
| | Vehicle service book | |
| (o.) | Jack and wheel spanner | |
| | Warning triangles | |
| | One Eye and bolt tow bar and 7-point socket to energise trailer lights to be fitted at the Rear with checker plated step plate on both sides of tow bar | |



| Motor Vehicles | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| CV | |
|-------------------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & Training | |

| Reference should indicate Qty, Amount, Customer, |
|-------------------------------------------------------|
| Period |
| Average number of vehicles serviced per year - last 5 |
| years |
| Number of vehicles sold per year last 5 years |



5.6 TRACTOR

| 1.1 | Engine | | Compliance Yes/No | | Compliance Yes/No | |
|-----|------------------------------------|---------|----------------------|-----------------------------|----------------------|---------------|
| | Power kw | 50-60kw | | Peak Torque | | 250- 270Nm |
| | Aspiration | |] | Fuel Type | | |
| | Cooling Medium | | | Fuel Consumption consumptio | | |
| 1.2 | Transmission | | | | | |
| | Clutch Type | | | Number of Driving Wheels | | 4 |
| | Gear Selection | Manual | | Diff lock | | Yes |
| | Ranges | Yes | | Forward/Reverse Shuttle | | Yes |
| | Synchromesh or Crash | 9F/3R | | Creeper required | | N/A |
| | | Other | NB where th | ere is TBA-Supplier must | advice | |
| | | | | | | |
| 1.3 | Brakes | | | | | |
| | Air/Hyd/Servo or Combination | | | Hand/Park Brake | | |
| | Drum or Disk | | | Front Axle Braked | | |



| In-Board or Out Board | | Rear Axle Braked | |
|--------------------------------|--------------------------------|----------------------------------|-------|
| ABS | N/A | Trailer Brakes | N/A |
| Hydraulics | | | |
| Open/Closed System | | Lift Capacity @Maximum height | |
| Pump Type | | Bucket Capacity | |
| Pump Drives From | | Category Linkage Size | |
| Main Valve | | Assistor Rams Required | |
| Maximum delivery of pump | | Position/Draft/Intermix | |
| Working Pressure | | Steering System | |
| Working Flows | | Turning Radius | |
| Hyd Hitch | N/A | Axle Type | |
| Other | Fitted with sun protector, Fro | nt bucket and Falcon Slasher. | |
| Battery & Electrics | | | |
| Battery Type | | Amber Flashing Light | TELEO |

| External Services | | N/A | Power Isolator Switch Req'd | N/A |
|----------------------|-------|------------------------------------------------------------------------------------------|--------------------------------|-----|
| | Other | Lighting to confirm to Eswatini Road Regulations Rotating beacon light | | |

Operator's

1.6 **Environment**

| Open Platform | Yes | Roll Over Protection | Yes |
|------------------|---------------------------------|-----------------------------------|-----|
| Cab | | Air Conditioning | N/A |
| Radio, CD. | N/A | Heater | N/A |
| Type of Seat | | Degree of Instrumentation | |
| Seat Covering | | Colour of Body Exterior | |
| Gear Lock | N/A | | |
| Other | Fire Extinguisher, Safety Belt, | Adjustable seat and View Mirrors. | |
| | | | |
| | | | |
| Axle | | | |

| Maximum | | | Maximum | Rear | |
|--------------|----|---|----------|------|--|
| front streng | th | | strength | | |
| | | _ | | | |



| Front Tyre size | Rear Tyre Size | |
|-------------------------------------|---------------------------------|--|
| Front Tyre Construction & Ply | Rear Tyre Construction & Ply | |
| Front Wheel spacing | Rear wheel spacing | |
| Front Tyre Pattern | Rear Tyre Pattern | |
| Front Max Axle Weight | Rear Max Axle Weight | |
| Other | | |
| Foot Grease gun | | |
| 1 | | |

| Description | Unit Price |
|----------------|------------|
| Service | |
| Intervals | |
| Labor | |
| Charges | |
| Travelling | |
| Costs | |
| Warranty | |
| Terms | |
| Delivery Lead- | |
| Time | |
| Out Line | |
| Training | |
| Supplied FOC | |
| Fuel | |
| Consumption | |
| Rate / Hour | |

Other



| Heavy Plant | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| <u>cv</u> | |
|----------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & | |
| Training | |

Reference should indicate Qty, Amount, Customer, Period

Average number of vehicles serviced per year - last 5 years

Number of vehicles sold last 5 years



5.7MINI EXCAVATOR

| 1. | Engine | | Compliance Yes/No | | | С | omplian e es/No | |
|----|------------|---------|----------------------|-------------|-----------|---|-----------------------|--|
| | | 25 - 35 | | | | | | |
| | Power kw | kw | | Peak Torque | 100-120Nm | | | |
| | | | | | | | | |
| | Aspiration | Natural | | Fuel Type | Diesel | | | |
| | | | | | | | | |
| | | | | Fuel | | | | |
| | Cooling | | | Consumptio | | | | |
| | Medium | Water | | n | TBA | | | |

| 2. | Transmission | | Compliance | | | Complian ce |
|----|----------------------|-----------------|------------------------------|--------------------------------|--------|----------------|
| | 1141151111551011 | | Yes/No | | | Yes/No |
| | Clutch Type | AUTO | | Number of Driving Wheels | Tracks | |
| | Gear Selection | Gear Lever | | Diff lock | Yes | |
| | Ranges | Yes | | Forward/Rev erse Shuttle | Yes | |
| | Synchromesh or Crash | Synchro mesh | | Creeper required | N/A | |
| | | Other | NB where ther must advice | e is TBA-Supplier | | |

Complian ce



| | | Yes/No | | | Yes/No |
|---------------|----------|--------|------------|-----|--------|
| | Oil | | | | |
| | immers | | | | |
| Air/Hyd/Servo | ed | | | | |
| or | hydrauli | | Hand/Park | | |
| Combination | С | | Brake | Yes | |
| | | | | | |
| | | | Front Axle | | |
| Drum or Disk | TBA | | Braked | TBA | |
| | | | | | |
| In-Board or | In- | | Rear Axle | | |
| Out Board | Board | | Braked | Yes | |
| | | | | · | |
| | | | Trailer | | |
| ABS | N/A | | Brakes | N/A | |

| Hydraulics | | Compliance Yes/No | | | | Complian ce Yes/No |
|--------------------------------|---------------------------|----------------------|---|-------------------------------------|-----------------------|--------------------------|
| Open/Closed System | Closed load sensing | | | Lift Capacity @Maximum height | ТВА | |
| Pump Type | Variable piston | | - | Bucket Capacity | ТВА | |
| Pump Drives From | Engine | | - | Category Linkage Size | Two | |
| Main Valve | ТВА | | | Assistor Rams Required | ТВА | |
| Maximum delivery of pump | ТВА | | - | Position/Draf t/Intermix | All | |
| Working Pressure | TBA | | | Steering System | Power/ Hydrostatic | |

| | | | Turning | | |
|---------------|-------|------------------------------------|----------------------------------------------------------------------|------------|--|
| Working Flows | TBA | | Radius | TBA | |
| | | | | | |
| Hyd Hitch | N/A | | Axle Type | Heavy Duty | |
| | Other | Left and right r Delivered to M | creen protection mirror latsapha Central st Region (Siteki) | | |

| 5. | Battery & Electrics | | Compliance Yes/No | | | Complian ce Yes/No |
|----|------------------------|--------|-----------------------------------|--------------|-----|--------------------------|
| | | | | Amber | | |
| | | 12V | | Flashing | | |
| | Battery Type | sealed | | Light | Yes | |
| | | | | | | |
| | | | | Power | | |
| | External | | | Isolator | | |
| | Services | N/A | | Switch Req'd | N/A | |
| | | Other | Lighting to cor Rotating beaco | | | |

| | Operator's | | Complia | | | Complia |
|----|---------------|----------|---------|----------------------|---------|---------|
| 6. | Environment | | nce | | | nce |
| | | | Yes/No | | | Yes/No |
| | Open Platform | Yes | | Roll Over Protection | Yes | |
| | | | | | | |
| | Cab | Enclosed | | Air Conditioning | Yes | |
| | | | | | | |
| | Radio, CD. | Yes | | Heater | Yes | |
| | | | | | | |
| | | | | | As | |
| | | TBA by | | Degree of | supplie | |
| | Type of Seat | Supplier | | Instrumentation | d | |



| | | | 1 | | | | 1 | |
|---------------|----------|-----------------------------------------------------------------------------------------------------|---|--------------------|----|------|---------------|--|
| Seat Covering | TBA k | ру | _ | Colour Exterior | of | Body | As supplie | |
| Seat Covering | Suppliel | | - | LXCEITOI | | | u | |
| Gear Lock | N/A | | | | | | | |
| | Other | Fire Extinguisher Safety Belt and Adjustable seat Two doors and full opening. Front and rear wipers | | | | | | |
| | | Easy to read front and side dash | | | | | | |
| | | board | | | | | | |

| | | Compli | | | Complianc |
|---------------------|----|--------|--------------------|-----|-----------|
| Axle | | ance | | | е |
| | | Yes/No | | | Yes/No |
| Maximum front | TB | | Maximum Rear | | |
| strength | Α | | strength | TBA | |
| | N/ | | | | |
| Front Tyre size | Α | | Rear Tyre Size | N/A | |
| Front Tyre | N/ | | Rear Tyre | | |
| Construction & Ply | Α | | Construction & Ply | N/A | |
| | N/ | | | | |
| Front Wheel spacing | Α | | Rear wheel spacing | N/A | |
| | N/ | | | | |
| Front Tyre Pattern | Α | | Rear Tyre Pattern | N/A | |
| Front Max Axle | ТВ | | Rear Max Axle | | |
| Weight | A | | Weight | TBA | |

8. Other Complian ce Yes/No



| Foot Grease gun | |
|-----------------|--|
| | |
| Other | |

| Description | Unit Price |
|----------------------------|---------------|
| Service Intervals | |
| Labor Charges | |
| Travelling Costs | |
| Warranty Terms | |
| Delivery Lead-Time | |
| Out Line Training Supplied | |
| FOC | |
| Fuel Consumption Rate / | |
| Hour | |

| Heavy Plant | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |

| <u>cv</u> | |
|----------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & | |
| Training | |

Reference should indicate Qty, Amount, Customer, Period Average number of vehicles serviced per year - last 5 years



5.8 TLB 4X4

| | | | Complian | | | Complia |
|----|------------|------------|----------|-------------|--------|---------|
| 1. | Engine | | ce | | | nce |
| | | | Yes/No | | | Yes/No |
| | Power kw | 65-75 kw | | Peak Torque | 380Nm | |
| | | | | | | |
| | | Turbocharg | | | | |
| | Aspiration | ed | | Fuel Type | Diesel | |
| | | | | | | |
| | Cooling | | | Fuel | | |
| | Medium | Water | | Consumption | TBA | |

| | | Complian | | | Complia |
|----------------|-----------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transmission | | ce | | | nce |
| | | Yes/No | | | Yes/No |
| | | | Number of | | |
| Clutch Type | Wet | | Driving Wheels | 4X4 | |
| | Power | | | | |
| Gear Selection | Shuttle | | Diff lock | Yes | |
| | | | Forward/Reverse | | |
| Ranges | ТВА | | Shuttle | Yes | |
| Synchromesh | Synchrome | | | | |
| or Crash | sh | | Creeper required | No | |
| | Other | | | | |
| | Gear Selection Ranges Synchromesh | Clutch Type Wet Gear Selection Power Shuttle Ranges TBA Synchromesh or Crash Synchrome sh | Transmission Clutch Type Wet Power Gear Selection Shuttle Ranges TBA Synchromesh or Crash NB where the selection or Crash | Transmission Ce Yes/No Clutch Type Wet Power Gear Selection Power Shuttle Diff lock Forward/Reverse Shuttle Synchromesh or Crash NB where there is TBA-Supplier | Transmission Clutch Type Wet Power Gear Selection Ranges TBA Synchromesh or Crash Number of Driving Wheels AX4 Diff lock Forward/Reverse Shuttle Yes Creeper required No NB where there is TBA-Supplier |



| 3. | Brakes | | Complian ce | | | Complia nce |
|----|--------------|-----------|----------------|-------------------|-----|----------------|
| | | | Yes/No | | | Yes/No |
| | Air/Hyd/Serv | Oil | | | | |
| | o or | immersed | | | | |
| | Combination | hydraulic | | Hand/Park Brake | Yes | |
| | | | | | | |
| | Drum or Disk | Disc | | Front Axle Braked | TBA | |
| | | | | | | |
| | In-Board or | | | | | |
| | Out Board | In-Board | | Rear Axle Braked | Yes | |
| | | | | | | |
| | ABS | N/A | | Trailer Brakes | N/A | |

| Hydraulics | | Complian ce Yes/No | | | Complia nce Yes/No |
|--------------------------------|------------------------|--------------------------|-------------------------------------|-----------------------|--------------------------|
| Open/Closed System | Closed load sensing | | Lift Capacity @Maximum height | ТВА | |
| Pump Type | Variable piston | | Bucket Capacity | >1.0 m | |
| Pump Drives From | Engine | | Category Linkage Size | Two | |
| Main Valve | ТВА | | Assistor Rams Required | ТВА | |
| Maximum delivery of pump | ТВА | | Position/Draft/Int ermix | All | |
| Working Pressure | ТВА | | Steering System | Power/Hydro static | |



| Working Flows | TBA | | Turning Radius | TBA | | |
|------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|--|--|
| | | | | | | |
| Hyd Hitch | N/A | | Axle Type | Heavy Duty | | |
| | Other | Loading capacity at ground level > 5.3 kg Loading capacity at maximum height to be >3.9 kg 180 rotations of the boom Vertical outriggers with | | | | |
| adjustable wear device | | | | | | |

| 5. Battery & Electrics | | Complian ce Yes/No | | Complia nce Yes/No |
|------------------------|-------|----------------------------------------------------------|--------------------------------|--------------------------|
| Battery Type | | 12V sealed | Amber Flashing Light | Yes |
| External Services | | N/A | Power Isolator Switch Req'd | N/A |
| | Other | Lighting to Road Regula Rotating bea Boom Light | acon light | |

| Operator's Environmen t | | Complian ce Yes/No | | | | Complia nce Yes/No |
|-------------------------------|----------|--------------------------|------------------|------------|-----|--------------------------|
| Open | | | | Roll Over | | |
| Platform | Yes | | | Protection | Yes | |
| | | | | | | |
| Cab | Enclosed | | Air Conditioning | | Yes | |
| | | | | | | |
| Radio, CD. | Yes | | | Heater | Yes | |
| | | | | | | |

| Type of Seat | TBA Supplier | by | | | Degree of Instrumentation | As supplied | | |
|---------------|-----------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------|-------------|--|--|
| Type of Seat | Заррпст | | | | instrumentation | 7.5 заррпса | | |
| Seat Covering | TBA Supplier | by | | | Colour of Body Exterior | As supplied | | |
| Gear Lock | N/A | | | | | | | |
| | Other | | Fire Extinguisher Safety Belt and Adjustable seat Two doors and full opening rear window Front and rear wipers Easy to read front and side dash | | | | | |

| Axle | Complianc e Yes/No | | | Complia nce Yes/No |
|----------------------------------------|--------------------------|------------------------------------|--------------------|--------------------------|
| Maximum | | Maximum Rear | | |
| front strength TBA | | strength | ТВА | |
| Front Tyre size 12.5 | 5/80R17 | Rear Tyre Size | 16.9-27 | |
| Front Tyre Construction Rad & Ply (10F | | Rear Tyre Construction & Ply | Radial (12PR) | |
| Front Wheel TBA spacing adju | but istable | Rear wheel spacing | TBA but adjustable | |
| Front Tyre Pattern Lugg | ged | Rear Tyre Pattern | Lugged | |
| Front Max Axle Weight TBA | | Rear Max Axle Weight | ТВА | |



| | | Complianc |
|----------|--------------|-----------|
| Other | | е |
| | | Yes/No |
| Wheel | | |
| Spanner | | |
| Danger | | |
| Triangle | | |
| | | |
| | Registration | |
| Other | Required | |
| | | |
| | | |

| | T | 1 |
|--------------|---|------------|
| Description | | Unit Price |
| Service | | |
| Intervals | | |
| Labor | | |
| Charges | | |
| Travelling | | |
| Costs | | |
| Warranty | | |
| Terms | | |
| Delivery | | |
| Lead-Time | | |
| Out Line | | |
| Training | | |
| Supplied FOC | | |
| Fuel | | |
| Consumption | | |
| Rate / Hour | | |

| Heavy Plant | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |



| <u>cv</u> | |
|----------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & | |
| Training | |

Reference should indicate Qty, Amount, Customer, Period



5.9 8 TONNE ROLL BACK TRUCK

| 1.1 | Engine | | Indicate Complianc | | Indicate Complianc |
|-----|------------|-------------|-----------------------|------------------|-----------------------|
| | | | е | | е |
| | Power kw | 191 kw | | Peak Torque | 745Nm |
| | | | - | | |
| | | Turbo- | | | |
| | Aspiration | Intercooled | | Fuel Type | |
| | | | - | | |
| | Cooling | | | | |
| | Medium | Water | | Fuel Consumption | |

1.2 Transmission

| Clutch Type | Dry | Number of Driving Wheels | 6 |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------|
| Gear Selection | Manual | Diff lock | Yes |
| Ranges | ТВА | Forward/Reverse Shuttle | Yes |
| Synchromesh or Crash | Synchromesh | Creeper required | No |
| h | NB where there is TBA- e Supplier must advice 8t roll back body with; hydraulic wheel lift/all electrical connections/a Il hydraulic | | CAFEO |

| connections |
|----------------|
| (2 x lift, 1 x |
| exte and |
| Hydraulic |
| wheel lift for |
| second car. |
| Supply and fit |
| PTO and |
| failsafe. |

1.3 Brakes

| Air/Hyd/Servo | | | |
|---------------|--------------|-------------------|-----|
| or | Oil immersed | | |
| Combination | hydraulic | Hand/Park Brake | |
| | | • | |
| | | | |
| Drum or Disk | Drum | Front Axle Braked | |
| | | 1 | |
| In-Board or | | | |
| Out Board | In-Board | Rear Axle Braked | |
| | | | |
| ABS | Yes | Trailer Brakes | N/A |

1.4 Hydraulics

| Open/Closed System | N/A | Lift Capacity @Maximum height | N/A |
|--------------------------------|-----|----------------------------------|----------|
| Pump Type | N/A | Bucket Capacity | N/A |
| Pump Drives From | N/A | Category Linkage Size | N/A |
| Main Valve | N/A | Assistor Rams Required | N/A |
| Maximum delivery of pump | N/A | Position/Draft/Interm ix | All Same |

| Working | | | |
|---------------|----------|---------------------------------|------------|
| Pressure | N/A | Steering System | Power |
| | | | |
| = | | | |
| Working Flows | N/A | Turning Radius | TBA |
| | 21/4 | | |
| Hyd Hitch | N/A | Axle Type | Heavy Duty |
| | 0.1 | | |
| | Ot | | |
| | he | Rear Step Bumper with Tow Hitch | |
| L | <u>r</u> | · | |

Battery & Electrics

1.5

| Battery Type | 12V sealed | Amber Flashing Light | N/A |
|----------------------|--------------------------|-----------------------------------------|-----|
| External Services | N/A | Power Isolator Switch Req'd | N/A |
| | Ot ne r Lightin | ng to confirm to Eswatini Road Regulati | ons |

Operator's

1.6 Environment

| Open Platform | Yes | Roll Over Protection | N/A |
|------------------|----------|----------------------|-----|
| Cab | Enclosed | Air Conditioning | Yes |
| Radio, CD. | Yes | Heater | Yes |



| Type of Seat | TBA Supplier | by | Degree of Instrumentation | As supplied |
|---------------|-----------------|----|------------------------------|-------------|
| Seat Covering | TBA Supplier | by | Colour of Body Exterior | WHITE |
| Gear Lock | N/A | | | |
| | Ot he r | | | |
| | | | Fire Extinguisher | · |

1.7 Axle

| Maximum front strength | N/A | Maximum Rear strength | ТВА |
|-------------------------------------|---------|---------------------------------|---------|
| Front Tyre size | 12R22.5 | Rear Tyre Size | 12R22.5 |
| Front Tyre Construction & Ply | Radial | Rear Tyre Construction & Ply | Radial |
| Front Wheel spacing | N/A | Rear wheel spacing | N/A |
| Front Tyre Pattern | ТВА | Rear Tyre Pattern | ТВА |
| Front Max Axle Weight | N/A | Rear Max Axle Weight | N/A |

1.8 Other



| Wheel | Spanner, Jack, danger triangle and spare wheel |
|-------|------------------------------------------------|
| Other | Registration Required |

| Description | Unit Price |
|----------------|------------|
| Service | |
| Intervals | |
| Labor Chargos | |
| Labor Charges | |
| Travelling | |
| Costs | |
| Warranty | |
| Terms | |
| Delivery Lead- | |
| Time | |
| Out Line | |
| Training | |
| Supplied FOC | |
| Fuel | |
| Consumption | |
| Rate / Hour | |



| Hydraulics | | Complian ce Yes/No | | | Compli ce Yes/No |
|--------------------------------|-------|--------------------------|---------------------------|------------------|------------------------|
| Open/Closed | | | Lift Capacity | | |
| System | N/A | | @Maximum height | N/A | |
| Pump Type | N/A | | Bucket Capacity | N/A | |
| Pump Drives From | N/A | | Category Linkage Size | N/A | |
| Main Valve | N/A | | Assistor Rams Required | N/A | |
| Maximum delivery of pump | N/A | | Position/Draft/Inte | All | |
| Working Pressure | N/A | | Steering System | Po wer | |
| Working Flows | N/A | | Turning Radius | ТВА | |
| | | | | Hea vy Dut | |
| Hyd Hitch | N/A | | Axle Type | у | |
| | Other | Rear Step Bu | mper with Tow Hitch | | |

| 1. | • | & | | Complian | | | | Complian |
|----|--------------|---|------------|----------|-----------|----------|-----|----------|
| 5 | Electrics | | | ce | | | | ce |
| | | | | Yes/No | | | | Yes/No |
| | | | | | Amber | Flashing | | |
| | Battery Type | | 12V sealed | | Light | | N/A | |
| | | | | | | | | |
| | External | | | | Power | Isolator | | |
| | Services | | N/A | | Switch Re | eq'd | N/A | |

| | Lighting | to | confirm | to | Eswatini | Road |
|-------|------------|----|---------|----|----------|------|
| Other | Regulation | ns | | | | |



| Operator's Environment | | Complia nce | | | | Complia nce |
|---------------------------|--------------------|----------------|---|------------------------------|------------------------|----------------|
| Open Platform | Yes | Yes/No | - | Roll Over Protection | N/A | Yes/No |
| Cab | Enclose d | | | Air Conditioning | Yes | |
| Radio, CD. | Yes | | | Heater | Yes | |
| Type of Seat | TBA by Supplier | | | Degree of Instrumentation | As sup plie d | |
| Seat Covering | TBA by Supplier | | | Colour of Body Exterior | WHI TE | |
| Gear Lock | N/A | | | | | |

| 0 | Extinguisher Safety Belt and Adjustable seat |
|---|-------------------------------------------------|
| | |

Fire

| | | | Complia | | | | Complia |
|-----|---------------------|---------|---------|------------------|------|------|---------|
| 1.7 | Axle | | nce | | | | nce |
| | | | Yes/No | | | | Yes/No |
| | Maximum front | | | Maximum | Rear | | |
| | strength | N/A | | strength | | TBA | |
| | | | | | | 12R | |
| | Front Tyre size | 12R22.5 | | Rear Tyre Size | | 22.5 | |
| | Front Tyre | | | Rear | Tyre | Radi | |
| | Construction & Ply | Radial | | Construction & | Ply | al | |
| | Front Wheel spacing | N/A | | Rear wheel space | ing | N/A | |
| | | | | | | | |
| | Front Tyre Pattern | TBA | | Rear Tyre Patter | 'n | TBA | |

| Front Weight | Max | Axle | N/A | | Rear Max Axle Weight | N/A | |
|-----------------|-----|------|-----|--|----------------------|-----|--|
| | | | | | | | |
| | | | | | | | |

| 1.8 | Other | | Complia nce Yes/No |
|-----|-------------------|------------------------|--------------------------|
| | Wheel Spanner and | | |
| | Jack | | |
| | Danger Triangle | | |
| | Other | Registrati Required | on |

| Description | Unit Price |
|--------------------|---------------|
| Service Intervals | |
| Labor Charges | |
| Travelling Costs | |
| Warranty Terms | |
| Delivery Lead-Time | |
| Out Line Training | |
| Supplied FOC | |
| Fuel Consumption | |
| Rate / Hour | |

| Heavy Plant | Frequency | Cost |
|-------------------------|-----------|------|
| Fuel Consumption (L/KM) | | N/A |
| Minor Service (5 years) | | |
| Major Service (5 years) | | |
| Key Replacement Parts | | |
| Gear box | | |
| Clutch | | |



| <u>cv</u> | |
|----------------------------------------------|---|
| Foreman | 1 |
| Technicians | 2 |
| Period of employment | |
| Indicate nationality, diploma, certificate & | |
| Training | |

Reference should indicate Qty, Amount, Customer, Period



6 PRICE SCHEDULE

6.1 Petrol driven LDV, 4-cylinder, fuel injection, long wheelbase (2.0L)

| FULL DESCRIPTION OF ITEM (Mak | Amount (Emalangeni) | |
|-------------------------------|-------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| BASIC RETAIL PRICE PER ITE | M (including all items as per | |
| | M (including all items as per | |
| specification form) | | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 26 | TOTAL OF ALL ITEMS | |



6.2 Diesel driven LDV, 4-cylinder, fuel injection- Twin Cab 4x4 (2.4-2.5L)

| FULL DESCRIPTION OF ITEM (Mak | Amount (Emalangeni) | |
|-------------------------------|---------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| DACIC DETAIL DDICE DED ITE | M. (including all itams on your | |
| BASIC RETAIL PRICE PER ITE | M (including all items as per | |
| specification form) | | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 3 | TOTAL OF ALL ITEMS | |

NOTE: One Twin cab must be fitted with canopy.



6.3 Diesel driven LDV, 4-cylinder, fuel injection, long wheel base - Single Cab 4x4 (2.4-2.5L)

| FULL DESCRIPTION OF ITEM (Mak | e, model, power capacity, etc.) | Amount (Emalangeni) |
|------------------------------------------------|---------------------------------|---------------------|
| | | |
| | | |
| BASIC RETAIL PRICE PER ITE specification form) | M (including all items as per | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| Subtotal (Excl. VAT) VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 11 | TOTAL OF ALL ITEMS | |



6.4 Petrol driven, 7-Seater MPV, Fuel injection AUTO

| FULL DESCRIPTION OF ITEM (Make, model, power capacity, etc.) | | Amount (Emalangeni) |
|--------------------------------------------------------------|-------------------------------|---------------------|
| | | |
| | | |
| | | |
| | | |
| BASIC RETAIL PRICE PER ITE | M (including all items as nor | |
| BASIC RETAIL PRICE PER ITE specification form) | M (including all items as per | |
| DISCOUNT AMOUNT | | |
| | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 3 | TOTAL OF ALL ITEMS | |



6.5 Petrol driven, 5-Seater SUV, Fuel injection AUTO

| FULL DESCRIPTION OF ITEM (Mak | e, model, power capacity, etc.) | Amount (Emalangeni) |
|-------------------------------|---------------------------------|---------------------|
| | | |
| BASIC RETAIL PRICE PER ITE | M (including all items as per | |
| specification form) | | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 1 | TOTAL OF ALL ITEMS | |

6.6. Tractor

| FULL DESCRIPTION OF ITEM (Make, model, power capacity, etc.) | | Amount (Emalangeni) |
|--------------------------------------------------------------|------------------------------|---------------------|
| | | |
| BASIC RETAIL PRICE PER ITE | M (including all items as pe | r |
| specification form) | | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 1 | TOTAL OF ALL ITEMS | |



6.7 Mini Excavator

| FULL DESCRIPTION OF ITEM (Make, model, power capacity, etc.) | | Amount (Emalangeni) |
|--------------------------------------------------------------|-------------------------------|---------------------|
| | | |
| BASIC RETAIL PRICE PER ITE | M (including all items as per | |
| specification form) | | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 1 | TOTAL OF ALL ITEMS | |

6.8 TLB 4X4

| FULL DESCRIPTION OF ITEM (Mak | e, model, power capacity, etc.) | Amount (Emalangeni) |
|-------------------------------|---------------------------------|---------------------|
| | | |
| BASIC RETAIL PRICE PER ITE | M (including all items as per | |
| specification form) | | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 2 | TOTAL OF ALL ITEMS | |



6.9 8 Tonne Roll Back Truck

| FULL DESCRIPTION OF ITEM (Mak | e, model, power capacity, etc.) | Amount (Emalangeni) |
|------------------------------------------------|---------------------------------|---------------------|
| | | |
| BASIC RETAIL PRICE PER ITE specification form) | M (including all items as per | |
| DISCOUNT AMOUNT | | |
| SUBTOTAL (Excluding VAT) | | |
| Licensing and Registration | | |
| Subtotal (Excl. VAT) | | |
| VAT @ 15 % | | |
| TOTAL (Including) | | |
| No of Items = 1 | TOTAL OF ALL ITEMS | |



7 FORM OF TENDER

FORM OF TENDER FOR ESWATINI WATER SERVICES CORPORATION

Dear Sirs,

I/We the undersigned am/are willing to contract for, perform and complete the whole of the works required to be done in the completion of:

TENDER NO. 19 of 2022/2023 SUPPLY OF VEHICLES AND HEAVY PLANT EQUIPMENT

| sccording to the Technical specifications and Bills of Quantities, to the entire satisfaction of or the sum of: | EWSC |
|-----------------------------------------------------------------------------------------------------------------|------|
| | |
|) | |
|) | |

EXCLUDING OPTIONAL EXTRAS

I/We further undertake that this tender will not be withdrawn or retracted for ninety (90) days from the closing date.

I/We have facilities and necessary expertise to fulfill this contract as required.

I/We agree to provide the Purchaser with our priced Bills of Quantities completed in **black** ink together with this tender.

I/We agree to submit proof of eligibility as stated in clause 4 above and provide the following documents together with our tender: -

- xiv. A CURRENT TAX CLEARANCE CERTIFICATE (for Government or Parastatal Tender)
- xv. A VALID/CURRENT TRADING LICENCE
- xvi. GENERAL RECEIPT FOR PURCHASE OF TENDER DOCUMENT,
- xvii. ITEM SPECIFICATIONS,
- xviii. LABOUR COMPLIANCE CERTIFICATE
- xix. ENPF CERTIFICATE



- xx. COMPLETED CERTIFICATES OF COMPLIANCE,
- xxi. COMPLETED SCHEDULE OF PLANT
- xxii. FORM OF TENDER,
- xxiii. A TENDER BOND DULY SIGNED,
- xxiv. A POWER OF ATTORNEY (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).
- xxv. LEGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT (attached)
- xxvi. DIRECTORS POLICE CLEARANCES

I/We clearly understand that there is no obligation upon EWSC to accept the lowest or any tender, or any portion of any Tender.

I/We further understand that any unauthorized amendment, qualification, addition or omission to the tender documents and/or this Form of Tender may result in the tender being declared invalid.

| SIGNATURE |
|------------|
| NAME OF |
| CONTRACTOR |
| ADDRESS |
| |
| |
| |
| |
| |
| TELEPHONE |
| DATE |



Tenders are to be marked:

TENDER NO. 19 of 2022/2023 SUPPLY OF VEHICLES AND HEAVY PLANT EQUIPMENT

And are to be addressed and hand delivered to a designated tender box at the address below:

Eswatini Water Services Corporation Emtfonjeni Building Corner MR103 and Cultural Village Drive Ezulwini

The deadline for submission of tenders shall be not later than 12.00 noon on **Friday**, **23**rd **September 2022** at the Eswatini Water Services Corporation Emtfonjeni Building, Ezulwini, Eswatini, where the tenders will be opened in the presence of all bidders who elect to attend.



8 FORM OF AGREEMENT

(N.B. This section should be left blank at tender submission stage. It should only be filled in on award of contract

FORM OF AGREEMENT

| THIS AGREEMENT MADE BETWEEN |
|----------------------------------------------------------------------------------------|
| Eswatini Water Services Corporation |
| |
| |
| (HEREINAFTER CALLED' EWSC') of the one part; duly represented by the Managing Director |
| and |
| (Hereinafter called the Contractor") of the part. |
| WHEREAS THE EWSC is desirous that certain items should be supplied' Viz: |
| SUPPLY OF VEHICLES AND HEAVY PLANT EQUIPMENT |
| |
| ····· |
| and has accepted a Tender for the supply of the above items. |

NOW THIS AGREEMENT WITNESSED as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
- 2. The Contractor hereby undertakes to execute the supply in conformity in all respects with the provisions of the Contract.
- 3. The EWSC hereby undertakes to pay to the Contractor in consideration of the execution of the supply the Contract sum at the times and in the manner prescribed by the Contract

| 4. | The following documents shall be deemed to form and be read and construed as part of this Agreement viz: |
|-------------|-------------------------------------------------------------------------------------------------------------------|
| | a) The said Tender |
| | b) Instructions to tenderers and notes for particular attention |
| | c) Conditions of Contract |
| | e) Bills of Quantities |
| | WSC and the contractor shall initial each and every page of every section of the act Documents referred to above, |
| <u>ESWA</u> | ATINI WATER SERVICES CORPORATION |
| Signe | d at day |
| Of the | e month year year |
| NA M | E SIGNATURE |
| WITN | ESS |
| 1. NAI | MESIGNATURE |
| <u>CONT</u> | <u>TRACTOR</u> |
| Signe | d at day |
| of the | e month yearyear |
| NAME | SIGNATURE |
| WITN | ESS |
| 1. NAI | MESIGNATURE |

