



NATIONAL MAIZE CORPORATION

TENDER DOCUMENT

TENDER NO.09/2023-24

National Competitive Bidding

for

SUPPLY AND DELIVERY OF FARMING IMPLEMENTS

BID ISSUANCE: 26th March 2024

BID CLOSING: 22nd April 2024

BID OPENING: 22nd April 2024

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Table of Contents

1.0 INTRODUCTION.....	5
1.6 Collection and Submission of Tender Documents.....	7
2.1 General	8
2.2 Compliance with Instructions	8
2.3 Completion of Tender Documents	8
2.4 Summary Prices/ Price list	8
2.5 Authority of tender.....	8
2.6 Alterations and Modifications.....	8
2.7 Errors.....	8
2.8 Tender Bond.....	8
2.9 Qualified Tenders.....	8
2.10 Release of Tender Bond.....	9
2.11 Issuing of Additional Documents	9
2.12 Incomplete Tenders.....	9
2.13 Services Required.	9
2.14 Language of Tender	9
2.15 Laws of Eswatini.....	9
2.16 Tender Validity Period.....	9
2.17 Currency	9
2.18 Evaluation of Tenders	9
2.19 Expenses of Tender.....	10
2.20 Tender Price Summary.....	10
2.21 Submission of Tender	10
2.22 Contact Person at NMC	10
2.23 Rejection of Tenders	10
2.24 Notice of Intention to Award Contract	10
3.1 Definition	11
3.2 General conditions and notices	11
3.3 Tenderer not to sublet the contract.....	11
3.4 Variations	11
3.5 Payment Terms and Conditions	11
3.6 Exchange Rate.....	11
3.7 Breach of terms and conditions.....	11
3.8 Termination by NMC.....	11
3.9 Resolution of Dispute.....	11
3.10 Mediation or arbitration	12
3.11 Contractor Liable for all Taxes, Duties, Fees, etc.....	12
4.0 FORM FOR TENDER BOND.....	13
5.0 - DECLARATION OF ELIGIBILITY FORM.....	14
6.0 - TECHNICAL BID SUBMISSION FORM.....	15
7.0 - FINANCIAL PROPOSAL SUBMISSION FORM.....	16

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SECTION 1: INVITATION TO TENDER

SUPPLY AND DELIVERY OF FARMING IMPLEMENTS

TENDER NMC 09 of 2023/2024

The National Maize Corporation (NMC) is a category A public enterprise under the Ministry of Agriculture, established through an act of parliament number 13 of 1985, mandated with the commodity trading in white maize, premium rice and sugar beans, and intends to apply part of the proceeds for eligible payments under the contract for **Supply and Delivery Farming Implements**.

Lot No.	Description	Tender Bond/Security	Expected Delivery Schedule
1	5 x Conventional 2-Row Planter for Maize	E10,000.00	27 May 2022

1. NMC invites sealed Tenders from eligible suppliers for the **Supply and Delivery of Farming Implements**. Tendering will be conducted through **National Competitive Bidding** procedures specified in the Eswatini Public Procurement Act 7, 2011 and policies laid down by the Eswatini Public Procurement Regulatory Agency (ESPPRA), No. 324 of 2020.
2. Tender Bids must be hand delivered to the address below at or before **1000hrs, 22nd of April 2024**. Tenders shall be valid for a period of 120 days after the deadline of Tender submission. All Tenders must be accompanied by a Tender Security of Ten Thousand Emalangeni Only (E10,000.00) from a Commercial Bank or Insurer. Late Tenders will be rejected. Only hand delivered tender bids will be accepted.

The Tenderer should ensure signed and completed proposals are to be accompanied by the following documents:

1. Original and Valid Tax Compliance Certificate
 2. A Certified Copy of Valid Trading Licence
 3. A copy of Company VAT Registration
 4. A copy of Form J endorsed by Register of Companies
 5. A copy of Form C endorsed by Register of Companies
 6. Police Clearance Certificates for Director's Listed in Form J
 7. Certified Copies of National IDs of Company's Director's Listed in Form C
 8. Audited Financial Statements for the previous year
 9. An Original/Copy NMC Receipt of Tender Purchase
 10. Manufacturer's Authorization Letter
 11. Tender Bond of E10,000
 12. Company Profile with Trade References
 13. A fully signed document providing Power of Attorney (as attached)
 14. A fully signed Declaration of Eligibility (as attached)
3. A E350.00 non-refundable tender fee is required from the prospective tenderer on issue of the tender document. Only cash will be accepted. The Tender Document can be accessed through the ESPPRA website, www.esppra.co.sz and or NMC website www.nmc.co.sz.

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Location of Bid Submission:

**NATIONAL MAIZE CORPORATION HEAD OFFICE
11TH STREET, MATSAPHA INDUSTRIAL SITE
MATSAPHA, ESWATINI**

4. Tender Bids will be opened immediately after the closing time, in the presence of the Tenderers' Representatives who choose to attend the tender opening at the Conference Room of the NMC Head Office in Matsapha, immediately after the closing time. The Tenderer bears the responsibility of ensuring their submissions are delivered on time. NMC accepts no liability for delayed delivery of the submission however caused.

All public officers and politicians shall not participate as tenderers in public procurement as outlined in Section 60 of the Procurement Act of 2011.

CONFIDENTIALITY

No part of this document may be disclosed verbally or in writing, including by reproduction, to any third party without the prior written consent of National Maize Corporation (NMC). This document, its associated appendices and any attachments remain the property of NMC and shall be returned upon request.

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1.0 INTRODUCTION

The National Maize Corporation (NMC) is a Category A public enterprise under the Ministry of Agriculture, mandated with the commodity trading in white maize, premium rice and sugar beans. The Government of Eswatini assigned the NMC to manage the Input Subsidy and Tractor Hire Project in supporting local farmers to enhance food security through improved crop production. The project targets the planting season (between October and March) where the demand of maize and beans production is very high and also the off-peak season (April to September) annually. The main objective of the project is to timely, effectively and efficiently provide local farmers with subsidized tractor hire service and farming inputs.

NMC seeks to engage competent and suitable supplier to supply and deliver Conventional 2-Row Planters for Maize under the Input Subsidy Program.

1.3 SCOPE

The purpose of the 2-row planter is to open 90cm row spacing, but be also adjustable to other smaller spacings in a maize field.

General Requirements:

- The planters are to be delivered new and perfectly functioning
- The planters are to be delivered at NMC Matsapha Office
- The equipment design life is to be 3 years without rusting and corrosion

Technical Requirements:

Specification	Description
COLOUR	<ul style="list-style-type: none">• Painted with any colour to prevent corrosion
ROWS & ROW SPACING	<ul style="list-style-type: none">• Row planter• 90 cm row spacing, but also adjustable to other smaller spacings
DRIVE SYSTEM	<ul style="list-style-type: none">• It must use drive wheels (rubber tyre) for power transmission
ROW UNITS	<ul style="list-style-type: none">• Openers must have a metal V-shape material• Use of presser wheel for depth gauging• Able to provide 5 -10cm planting depth• 30-40 litres capacity or (25kg -35kg)• Units must be High Density Polyethylene material• Single non-adjustable is preferred
SEED METERS	<ul style="list-style-type: none">• Mechanical cell feed type base
CLOSING SYSTEM	<ul style="list-style-type: none">• Rubber tyre closing wheel• Adjustable sprocket type (to suit maize and beans crop), i.e 10cm, 15cm, 20cm and 25cm between seeds
FERTILIZER SYSTEM	<ul style="list-style-type: none">• Able to dispatch dry granular fertilizer• Hopper capacity range from 60-70 litres or (50 -55kg)• Material must be of high density polyethylene• Metering system must use Auger• Must use adjustable sprocket to suit maize and beans crop
FRAME	<ul style="list-style-type: none">• Row unit frame of Iron bar material
HITCH	<ul style="list-style-type: none">• 3-point hitch system

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DIMENSIONS/WEIGHT	<ul style="list-style-type: none"> Implement width should be 1.4m - 1.6m The overall weight should be approximately 430-450kg (empty)
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Documentation:

All documentation, drawings, user manuals, and training necessary for the correct use of the equipment is to be submitted during commissioning of the equipment.

1.4 Evaluation Criteria - Competencies and Expertise Required

Stage 1 - Preliminary Evaluation

A preliminary evaluation will be undertaken to determine compliance on whether tenders are complete and responsive to the basic instruction and requirements of the tender document. A binary approach (Yes/No) will be used when evaluating the submissions of eligibility documents. A bidder who fails to submit documents as required may be disqualified from further evaluation.

DESCRIPTION	POINTS
Responsiveness of Tender	(Yes/No)
<p>Required documentation to be submitted.</p> <ul style="list-style-type: none"> Original and Valid Tax Compliance Certificate A Certified Copy of Valid Trading Licence A copy of Company VAT Registration A copy of Form J endorsed by Register of Companies A copy of Form C endorsed by Register of Companies Police Clearance Certificates for Director's Listed in Form J Certified Copies of National IDs of Company's Director's Listed in Form C Audited Financial Statements for the previous year An Original/Copy NMC Receipt of Tender Purchase Manufacturer's Authorization Letter Tender Bond of E10,000 Company Profile with Trade References A fully signed document providing Power of Attorney (as attached) A fully signed Declaration of Eligibility (as attached) 	

Stage 2 - Technical Evaluation

The technical evaluation will be undertaken to compare each tender to the technical specification on 1.3 of the tender document. A binary approach (**Pass/Fail**) will be used when evaluating whether the tenders are responsive to the specifications. Bidders who pass the technical evaluation criteria will qualify for financial evaluation.

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Stage 3 - Financial Evaluation

The financial bid shall include:

- The unit price of each Planter with all the specifications listed in the technical submission (**Vat inclusive**).

Implement Description	Quantity	Unit Price Excluding 15% VAT	Total Price
Conventional Planter for Maize	5		
		15% VAT	
		TOTAL	

The financial evaluation of the bids will follow the following process:

- The evaluation team will review the financial bids and determine the evaluation price for each submission.
- The submitted bids will be ranked according to the lowest. The lowest bid will be the highest ranked and will be recommended for award.

1.6 Collection and Submission of Tender Documents

The tender document is obtainable at a non-refundable fee of E500.00 at NMC Head Office, from **26th March 2024** to **15th April 2024** between 0900hrs and 16:00hours. Documents are also downloadable at ESPPRA website, www.esppra.co.sz or NMC website at www.nmc.co.sz.

The tender document shall close punctually at **1000hrs on the 22nd of April 2024** in the tender box located at the main entrance of the NMC Head Office in Matsapha at Reception. The documents should be submitted in a plain sealed envelope clearly marked **“Tender No.09/2024 – Supply and Delivery of Farming Implements”** and must not bear any name or mark, which would identify the Tenderer.

The documents should be submitted as per the instructions in the Bid Document. Payment for the tender should be made cash at NMC Matsapha Office.

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2.0 INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.1 General

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

2.2 Compliance with Instructions

The tender shall be submitted in accordance with the following Instructions as detailed below.

2.3 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 filled in by the Tenderer.

2.4 Summary Prices/ Price list

The tenderers must insert their price list or summary sheet including all delivered prices of all products specific to NMC. The prices must include all costs. Tender documents should include separate financial proposal in a sealed envelope separate from the technical proposal.

2.5 Authority of tender

The tender must be signed by a duly authorized representative and the evidence to that effect should be provided in a form of Board Resolution.

2.6 Alterations and Modifications

Tenders shall be completed and submitted as printed. No alterations or modifications shall be made to the tender documents. Tenderers shall use the original tender documents, failure to comply, will disqualify the tenderer. Tenderers shall comply entirely with the terms of the tender documents.

2.7 Errors

There shall be no erasing/tip-pexing or over writing. Any mistake made shall be neatly cancelled and initialled by the tenderer.

2.8 Tender Bond

To secure due performance by the Tenderer of the obligations undertaken by them, Tenders must be accompanied by a Tender Bond in the sum of the amount as stated on the Form of Tender Bond bound into the back of this document. The whole of the Tender Bond shall be forfeited should the Tenderer withdraw the whole or any part of his tender during the Tender validity period. An institution registered or licensed to do business in the Kingdom of Eswatini shall furnish the security. No tender will be considered unless it is accompanied by an approved Tender Bond.

2.9 Qualified Tenders

A tender will be considered fully responsive if it contains no conditions and/or qualifications.

- a) 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.

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- b) Tenderers shall be notified in writing of any condition and/or qualification that is unacceptable to the NMC. 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 NMC reserves the right to only consider tenders that have no conditions and/or qualifications.

2.10 Release of Tender Bond

For the unsuccessful tenderers, the Tender Bond will be released as soon as the tender has been awarded.

For the successful tenderer, the Tender Bond will only be released upon the signing of the Contract and when a performance bond has been received by NMC. The successful tenderer shall be required to extend the validity of the Tender Bond accordingly upon award as this may change to become his Performance Bond.

2.11 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 tendering Tenderers (for this reason Tenderers' address, telephone, telefax and contact person should be left with NMC when documents are collected).

Should any Tenderer have any queries about the tender, he/she should refer them in writing to procurement@nmc.co.sz and info@nmc.co.sz not later than the **16th of April 2024**. All responses shall be shared with the tenderers by the **1st of May 2024**.

2.12 Incomplete Tenders

Tenderers must complete all required information to the tender. Tenders which are incomplete (i.e., leaving blanks and or not supplying information as required will **NOT** be considered.

2.13 Services Required.

The NMC considers quality of service very important as poor-quality service has a lot of hidden operational costs which are costing the Corporation a lot of money. Failure to adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in NMC tenders.

2.14 Language of Tender

All correspondence shall be in English.

2.15 Laws of Eswatini

Tendering Companies are advised to familiarise themselves with the Laws of Eswatini e.g., Procurement act, customs, immigration, taxation, and labour laws.

2.16 Tender Validity Period

Tenders shall remain valid and open for acceptance for ninety (90) days from the date of Tender opening.

2.17 Currency

The Tenders shall be priced in Emalangeni. Payment to the successful tenderer will be in Emalangeni only.

2.18 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders, the NMC is not bound to accept the lowest priced or any tender.

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2.19 Expenses of Tender

The NMC will not be responsible for the expenses, which may be incurred by the Tenderer in the preparation of the Tender.

2.20 Tender Price Summary

Tenderers must present their financial proposal separate from the technical proposal and failure to do so shall cause the tender to be rejected.

2.21 Submission of Tender

The Tenderer must return tender document consisting of:

- Original and Valid Tax Compliance Certificate
- A Certified Copy of Valid Trading Licence
- A copy of Company VAT Registration
- A copy of Form J endorsed by Register of Companies
- A copy of Form C endorsed by Register of Companies
- Police Clearance Certificates for Director's Listed in Form J
- Certified Copies of National IDs of Company's Director's Listed in Form C
- Audited Financial Statements for the previous year
- An Original/Copy NMC Receipt of Tender Purchase
- Manufacturer's Authorization Letter
- Tender Bond of E10,000
- Company Profile with Trade References
- A fully signed document providing Power of Attorney (as attached)
- A fully signed Declaration of Eligibility (as attached)

to arrive not later than the date specified in the tender notice or by hand to the NMC Offices, 11th Street, Matsapha in at the time and the date indicated. The documents should be forwarded in a plain sealed envelope bearing the Tender Number and Tender title on the top left-hand corner and must not bear any name or mark, which would identify the Tenderer. Tender opening will not be opened publicly.

2.22 Contact Person at NMC

Information concerning the tender document can be obtained from: The Secretary of the Tender Board, National Maize Corporation, and P. O. Box 1775, Matsapha, Eswatini. Telephone: 2518 7432; FAX: 2518 8047. Emails can be sent to: procurement@nmc.co.sz or info@nmc.co.sz.

2.23 Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

2.24 Notice of Intention to Award Contract

An intention to award notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores shall be communicated to all tenderers who submitted tenders. The notice of intention to award will be sent and published to the ESPPRA website at least 10 working days before the contract award.

2.25 Instructions as part of the Contract

The above-mentioned instructions will form part of the contract.

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3.0 SPECIAL CONDITIONS OF CONTRACT

3.1 Definition

“Purchaser” is National Maize Corporation (NMC).

“Days” refer to calendar days.

3.2 General conditions and notices

Any notice or other communication whatsoever which NMC is required to give or make to the Tenderer 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 Tenderer at the last place of abode or business of the Tenderer 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 Tenderer 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 Tenderer shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract without the previous consent in writing of NMC.

3.4 Variations

The price per item shall not be subject to any adjustment whatsoever during the contract period.

3.5 Payment Terms and Conditions

Payment will be effected on a monthly or annual basis against statements which should be delivered within 30 days before the elapse of the period of cover. Payment will be made within 30 days for the date of receipt of statement.

3.6 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 cover.

3.7 Breach of terms and conditions

In case the broker shall be in breach of any of the terms and conditions of this agreement.

3.8 Termination by NMC

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

3.9 Resolution of Dispute

NMC and the Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

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3.10 Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the purchaser and the seller have been unable to resolve amicably a contract dispute be referred for adjudication or arbitration in accordance with the laws of Eswatini.

3.11 Contractor Liable for all Taxes, Duties, Fees, etc.

The Tenderer shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted service to the Insured.

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4.0 FORM FOR TENDER BOND

WHEREAS Messrs

of

(Name and address of Tenderer)

Hereinafter referred to as the "Tenderer" has on (Date)

Submitted his/her **Tender No.09/2024 – Supply and Delivery of Farming Implements**

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of forty-five (45) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between National Maize Corporation, represented by the Chief Executive Officer of National Maize Corporation and the Tenderer, and notified to us by the NMC.

NOW, WE,

(Name and address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the NMC on first demand in writing and without reference to the Tenderer the sum of EMALANGENI TEN THOUSAND (E10, 000.00).

PROVIDED THAT

- a) This Tender Bond remains valid, and
- b) The NMC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a Contract Agreement with the NMC per the ITT document.

This Tender Bond shall remain valid in the first instance until

.....

(calculated as Ninety (90) calendar days from the date of submission of the said Tender) and will be extended upon written application by the NMC at least one (1) working day in advance of the last date of validity.

.....

(Authorised Signature)

.....

(Date)

.....

(Name of Signatory)

.....

(Seal/Stamp of Financial Institution)

.....

(Position of Signatory)

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5.0 - DECLARATION OF ELIGIBILITY FORM

*The bidder must provide a signed declaration in the following format in company letterheads:
[Name of Bidder; Address, and Date]*

**TO: THE CHIEF EXECUTIVE OFFICER
National Mazie Corporation (NMC)
PO Box 1775
Mbabane H100, Eswatini**

Dear Sir,

RE: Tender No.09/2024 – Supply and Delivery of Farming Implements

We, hereby declare that:

- a) We, have a legal capacity to enter the contract;
- b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings;
- d) We do not have a conflict of interest in relation to the procurement requirement.
- e) We have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.
- f) We are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name): _____

Signature: _____ Date: _____

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6.0 - TECHNICAL BID SUBMISSION FORM

*The bidder must provide a signed declaration in the following format in company letterheads:
[Name of Bidder, Address, and Date]*

**TO: THE CHIEF EXECUTIVE OFFICER
National Mazie Corporation (NMC)
PO Box 1775
Mbabane H100, Eswatini**

Dear Sir,

RE: Tender No.09/2024 – Supply and Delivery of Farming Implements

I, the undersigned declare that:

- (a) I, the undersigned, offer to provide the above services in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
- (b) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.
- (c) If negotiations are held during the period of validity of the Proposal as indicated in Section I, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.
- (d) We, undertake, if our proposal is accepted, to initiate and complete the provision of the services in accordance with your requirements.
- (e) We understand that National Maize Corporation is not bound to accept the lowest or any proposal.

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____

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7.0 - FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal.]
The bidder must provide a signed declaration in the following format in company letterheads:
[Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER
National Mazie Corporation (NMC)
PO Box 1775
Mbabane H100, Eswatini

Dear Sir,

RE: Tender No.09/2024 – Supply and Delivery of Farming Implements

I, the undersigned declare that:

I, offer to provide the above goods / services in conformity with the Request for Tender at

a total value of (Numerical – specify currency) _____; in words

(b) A detailed financial proposal is attached;

(c) The proposal will be valid for a period of _____ (numerical) / _____
(words) calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.

(d) I, understand that you are not bound to accept any proposal that you receive;

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____

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