# The Kingdom of Eswatini

# CONCILIATION MEDIATION & ARBITRATION COMMISSION

# Invitation To Tender (ITT) Document

# for the

# Procurement of Works

| | |
|---|---|
| **Procurement Method:** | Open Tender |
| **Subject of Procurement:** | Request For Provision Of Reception Renovation Services |
| **Procurement Reference Number:** | **CMAC/RFT/01/2026** |
| **Date of Issue:** | Wednesday 28th October2026 at 12hrs |
| **Participation** | National |

**LIST OF ACRONYMS**

| | |
|---|---|
| TDS | Tender Data Sheet |
| TS | Tender Security |
| TSD | Tender Securing Declaration |
| ESHS | Environmental, Social, Health and Safety |
| GCC | General Conditions of the Contract |
| ITT | Instruction to Contractors. |
| JV | Joint Venture |
| PE | Procuring Entity |
| STD | Standard Tender Document |
| SCC | Special Conditions of the Contract |
| SOR | Statement of Requirements. |
| TCS | Technical Compliance Selection |

# Tender Document

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# Standard Invitation to Contractors

## TENDER NOTICE UNDER OPEN TENDERING
### WITHOUT PRE-QUALIFICATION

**25 September 2026**

**Renovation of CMAC Manzini reception - CMAC/RFT/01/2026**

1. The Conciliation Mediation & Arbitration Commission has allocated/received funds to be used for the acquisition of Renovations of reception area.
2. The Entity invites sealed Tenders from eligible Contractors for the provision of the above works.
3. Tendering shall be conducted in accordance with the procedures contained in the Public Procurement Act of 2011 and the Regulations of 2020.
4. Interested eligible Contractors may obtain further information about the tender document at the address given below at 8(a) from *8:00am to 16:45 pm.*
5. The Tender document which has been prepared in English *language* may be obtained by interested Contractors at 8(b) upon payment of a non-refundable fee of E500. The method of payment will be through CMAC Bank account with effect from 6 October 2026 upon request
6. Tenders must be delivered to the address indicated below at 8(c) at or before *12pm 27 November 2026*. Late Tenders shall be rejected. Tenders will be opened in the presence of the Contractors' representatives who choose to attend at the address below at 8(d) at 27 November 2026 *12PM*
7. There shall be a pre-Tender meeting/site visit at 1st Floor Makabongwe Building Nkoseluhlaza Street, Manzini 12PM on the dates indicated in the proposed schedule in this notice.
8. Address and Contact Details:

| | | |
|---|---|---|
| (a) | Information about the tender may be accessed from: | Email: procurement@cmac.org.sz<br>Telephone: 24048877 |
| (b) | Documents will be issued from: | Attention: The Procurement Officer<br>P.O. Box 3942<br>Mbabane Eswatini<br>Telephone: 2404 8877 |
| (c) | Tenders must be delivered to: | Physical address: 1st Floor, Mbabane House, Corner of Gwamile & Mahlokohla Street Mbabane |
| (d) | Address of Tender opening: | Physical address: 1st Floor, Mbabane House, Corner of Gwamile & Mahlokohla |

| | | |
|---|---|---|
| | | Street Mbabane |

9. The Planned Procurement Schedule (subject to changes) is as follows:

| Activity | Date |
|---|---|
| (a) Issue of invitation to tender letter | 28 October 2026 |
| (b) Pre-Tender meeting/ Site visits where applicable | 6 November 2026 |
| (c) Tender closing date | 27 November 2026 |
| (d) Tender opening date | 27 November 2026 |
| (e) Evaluation process | 3 December 2026 |
| (f) Notification and Publication of Notice of Intention to Award | *15 December 2026* |
| (g) Contract Award | 5 January 2027. |

Signature:

Name:

Position of Authorised Official:

# PART 1 - Tender Procedures

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# Section 1: Instructions to Tenderers

## A. General

### 1. Scope of Tender

1.1 The Procuring Entity (PE), as defined in the Tender Data Sheet (TDS), invites Tenders for the construction of works, as described in the TDS. The name and procurement reference number of the Contract and number of lots in this Tender Document are provided in the TDS. The Instructions to Tenderers (ITT) should be read in conjunction with the TDS.

1.2 The successful Contractor will be expected to complete the works by the Intended Completion Date specified in the Special Conditions of Contract (SCC).

1.3 Throughout this Tender document:

(a) the "Contractor" means the service provider.

(b) "day" means calendar day unless specified as working day.

(c) "day works" means varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(d) the "Employer" means the Procuring Entity.

(e) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender -based violence (GBV)), health and safety.

(f) "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

### 2. Source of Funds

2.1 The PE has an approved budget from [*Government funds, grants, donor funds etc.]* towards the cost of the procurement named in the TDS. The PE intends to use these funds to place a contract for which this Tender Document is issued.

2.2 Payments will be made directly by the PE and shall be subject to the terms and conditions of the resulting contract placed by the PE.

### 3. Corrupt and Fraudulent Practices

3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that PEs, as well as Contractors Sub- observe the highest standards of ethics during procurement and the execution of contracts.

(a) In pursuit of this policy, the Government of Eswatini defines for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" means as any such practices under the code of ethics of the providers and not limited to misrepresentation of facts in order to influence a

procurement or process or the execution of a contract to the detriment of the procuring or disposing entity, and includes collusive practices among Contractors prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and to deprive the PE of the benefits of free and competitive competition;

(b) The PE shall reject a recommendation for award if the Contractor recommended for award has engaged in corrupt or fraudulent practices; and

(c) The Agency shall suspend a contractor from engaging in any public procurement proceedings for a stated period of time in accordance with the Procurement Act and the Regulations made under the Act, if the provider has engaged in corrupt or fraudulent practices.

3.2 In pursuit of the policy defined in ITT Sub-Clause 3.1, the PE may terminate a contract for works, if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PE or of a Contractor or sub-Contractor during the procurement or the execution of a contract.

3.3 In further pursuit of the policy defined in ITT Sub-Clause 3.1, the Agency requires representatives of both the PE and of Contractors and sub-Contractors to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Contractors and Providers as provided in the Tender forms shall be signed by the Contractor and submitted together with the other Tender forms.

3.4 Any communications between a Contractor and the PE related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the PE.

**4. Eligible Contractors**

4.1 A Contractor, and all parties constituting the Contractor, shall meet the following criteria to be eligible to participate in public procurement:

(a) The Contractor has the legal capacity to enter into a contract with the PE;

(b) The Contractor is not:
  (i) Insolvent;
  (ii) In receivership;
  (iii) Bankrupt; or
  (iv) Being wound up

(c) The Contractor's business activities have not been suspended;

(d) The Contractor is not the subject of legal proceedings for any of the circumstances in (b); and

(e) The Contractor has fulfilled his or her obligations to pay taxes and social security contributions.

(f) The Contractor is not a member of the Entity Tender Board or an employee of the Procuring Entity.

4.2 A Contractor may be a physical person or artificial person, such as an entity. A combination of persons can Tender if they have an agreement to form a Joint Venture (JV), Consortium or Association. Such a Tender shall include a Power of Attorney from each party authorizing a representative to conduct all business for and on behalf of the party during the Tender process, contract signature and contract execution. Each party to the JV, Consortium or Association shall be a signatory to the contract with the PE and shall be jointly and severally liable.

4.3 A Contractor, and all parties constituting the Contractor including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.4 A Contractor shall not have a conflict of interest. Any Contractor found to have a conflict of interest shall be disqualified. A Contractor may be considered to have a conflict of interest with one or more parties in this Tendering process, if the Contractor:

(a) Has controlling shareholding with another Contractor; or

(b) Receives or has received any direct or indirect subsidy from another Contractor; or

(c) Has the same authorized representative for purposes of this tendering process as another Contractor; or

(d) Has a relationship with another Contractor, directly or through common third parties, that puts the Contractor in a position to have access to information about or influence the Tender of another Contractor, or influence the decisions of the PE regarding this tendering process; or

(e) Submits more than one Tender in this Tendering process, except for alternative Tenders permitted under ITT 19. However, this does not limit the participation of subcontractors in more than one Tender, or as Contractors and subcontractors simultaneously; or

(f) Is associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or is being proposed as Project Manager for the Contract. A Contractor that has been engaged by the PE to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to Tender.

4.5 A Contractor that is suspended by the Agency shall not be eligible to participate in the Tendering process.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and operate under commercial law.

4.7 Contractors shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.

4.8 To establish eligibility in accordance with ITT 4, a Contractor shall complete the eligibility declarations in the Tender Submission Sheet, included in Section 4, Tender Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

4.9 A Contractor whose circumstances in relation to eligibility change during a procurement process or during the implementation of a contract, shall immediately inform the PE.

4.10 All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

## 5. Qualification of the Contractor

5.1 To establish its qualifications to perform the Contract, the Contractor shall complete and submit:

(a) The Qualification Form provided in Section 4, Tendering Forms; and

(b) The information and documents stated in Section 3, Evaluation Methodology and Criteria.

5.2 The qualifications of the best evaluated Contractor will be assessed as part of a post-qualification in accordance with ITT 40.

### 6. Joint Ventures, Consortia and Associations

6.1 Tenders submitted by a JV, Consortium or Association shall include a copy of the Joint Venture, Consortium or Association Agreement signed by all parties to the Joint Venture, Consortium or Association Agreement.

6.2 In addition to the requirements under ITT 15.1, Tenders submitted by a joint venture, consortium or association of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TDS:

(a) The Tender shall include all the information listed in Section 3, Evaluation Methodology and Criteria for each partner;

(b) The Tender shall be signed to be legally binding on all partners;

(c) All partners shall be jointly and severally liable for the implementation of the Contract in accordance with the Contract terms;

(d) One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and

(e) The implementation of the entire Contract shall be by the Joint Venture, consortium or association.

### 7. One Tender per Contractor

Each Contractor shall submit only one Tender, either individually or as a partner in a joint venture, consortium or association. A Contractor who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Tenders with the Contractor's participation to be rejected.

### 8. Cost of Tendering

The Contractor shall bear all costs associated with the preparation and submission of his Tender, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 9. Site Visit and Pre-Tender Meeting

9.1 The Contractor, at the Contractor's own responsibility and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the works. The costs of visiting the site shall be at the Contractor's own expense.

9.2 The Contractor and any of its authorized personnel or agents shall be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Contractor, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9.3 If so indicated in the TDS, the PE will hold a pre-tender meeting or site visit at the time, date and location specified in the TDS to clarify issues and to answer questions on any matter that may be raised at that stage.

9.4 Contractors may submit any questions in writing to the Entity prior to the date of the meeting and may also orally raise questions at the meeting.

9.5 Minutes of the pre-tender meeting, if any was held, including the text of the questions asked by Contractors, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Contractors who have acquired the Tendering Documents. Any modification to the Tendering Documents that may become necessary as a result of the pre-Tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 12 and not through the minutes of the pre-Tender meeting. Unless otherwise indicated in the TDS, non-attendance at the site visit shall not cause disqualification of a Contractor.

### 10. Margin of Preference

10.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where the margin of preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

## B. Tendering Document

### 11. Content of Tendering Document

11.1 The Tendering Document consists of Parts 1, 2, and 3, which includes all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 13.

**PART 1 Tendering Procedures**

- Section 1. Instructions to Contractors (ITT)
- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tendering Forms
- Section 5. Eligible Countries

**PART 2 Statement of Requirements**

- Section 6. Statement of Requirements

**PART 3 Contract**

- Section 7. General Conditions of Contract (GCC)
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

11.2 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tendering Documents, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tendering Documents.

11.3 The Contractor is expected to examine all instructions, forms, terms and specifications in the Tendering Document and to furnish with its Tender all information and documentation required by the Tendering Documents.

### 12. Clarification of Tendering Document

A Contractor requiring any clarification of the Tendering Document shall contact the PE in writing at the PE's address indicated in the TDS. The PE will respond in writing to any request for clarification, provided that such a request is received no later than the date indicated in the TDS. The PE shall forward copies of its response to all Contractors who have acquired the

Tendering Document, including a description of the inquiry but without identifying its source. Should the PE deem it necessary to amend the Tendering Document as a result of a clarification, it shall do so following the procedure under ITT 13 and ITT 24.2.

**13. Amendment of Tendering Document**

13.1 Prior to the deadline for submission of Tenders, the PE may amend the Tendering Document by issuing an addendum.

13.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the PE.

13.3 To give Contractors reasonable time in which to take an addendum into account in preparing their Tenders, the PE shall extend the deadline for submission of Tenders by a reasonable period in the event that less than one third of the Tendering period remains after the issue date of the addendum. The PE may, at its discretion, extend the deadline for the submission of Tenders, where more than one third of the Tendering period remains after the date of issue of the addendum.

# C. Preparation of Tenders

**14. Language of the Tender and Communications**

14.1 The Tender shall be in writing.

14.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Contractor and the PE, shall be written in English or unless otherwise specified in the TDS.

14.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation by a competent institution of the relevant passages to the language stated in the ITT Sub-clause 14.2. In which case, for purposes of interpretation of the Tender, such translation shall govern.

**15. Documents Comprising the Tender**

15.1 The Tender submitted by the Contractor shall comprise the following:

(a) The Tender Submission Sheet, in accordance with ITT 15.2;

(b) A Tender Security or a Tender Securing Declaration in accordance with ITT 20;

(c) Written confirmation authorising the signatory of the Tender to commit the Contractor, in accordance with ITT 22;

(d) Documentary evidence in accordance with ITT 4.8 establishing the Contractor's eligibility to Tender;

(e) A priced Activity Schedule or Bill of Quantities in accordance with ITT 16 and 17;

(f) The Qualification Form and Documents in accordance with ITT 5;

(g) Technical documentation (description of the proposed work method and schedule, including drawings and charts, as necessary) in accordance with ITT 16;

(h) The duly signed Code of Ethical Conduct for Contractors and Providers in accordance with ITT 3.3; and

(i) Any other document(s) required in the TDS.

15.2 The Contractor shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering Forms. This form must be completed without any alterations to its format, and

no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

**16. Technical Documentation**

16 The Contractor shall furnish technical documentation including a statement of work, equipment, personnel, schedule and any other information as stipulated in Section 4, Tendering Forms, in sufficient detail to demonstrate the adequacy of the Contractor's proposal to meet the work's requirements and the completion time.

**17. Tender Prices and Discounts**

17.1 The prices and discounts quoted by the Contractor in the Tender Submission Sheet and in the Priced Activity Schedules or Bills of Quantities submitted by the Contractor shall conform to the requirements specified below.

17.2 The Contractor shall fill in rates and prices for all items of the works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment shall be applied in accordance with ITT 32.3.

17.3 The price to be quoted in the Tender Submission Sheet shall be the total price of the Tender, excluding any discounts offered. In the event that taxes are not exempt, the price must include any applicable taxes.

17.4 The Contractor shall quote any unconditional and conditional discounts in the Tender Submission Sheet.

17.5 The total Tender price shall be for the whole works based on the priced Activity Schedule or Bill of Quantities submitted by the Contractor.

17.6 The contract price or tender price quoted by the Contractor shall be subject to adjustment during the performance of the Contract if provided for in the SCC and the provisions of Clause 47 of the GCC.

**18. Currencies of Tender and Payment**

18.1 Tender prices for works and related services originating in and outside Eswatini shall be quoted in Eswatini Lilangeni unless authorised by a competent authority.

18.2 If authorised by the competent authority the Contractor shall utilise the rate of exchange specified in the TDS to express its offer. The source, date and type of exchange rate shall be indicated in ITT 36.

18.3 If authorised by the competent authority, Contractors shall indicate details of their expected foreign currency requirements in the Tender. Foreign currency requirements shall be indicated as a percentage of the Tender price (excluding provisional sums) and shall be payable at the option of the Contractor in up to two foreign currencies, unless otherwise stated in the TDS.

18.4 If authorised by the competent authority, Contractors may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum and in the SCC are reasonable and responsive to ITT 18.3.

**19. Tender Validity**

19.1 Tenders shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the PE as non-compliant while a Tender valid for a longer period

than the date specified in the TDS shall not be rejected but shall only be valid until the date in the TDS.

19.2 The PE shall make its best effort to complete the procurement process within the duration of the validity period specified in the TDS. A PE must ensure the validity of Tenders, Tender securities and Tender securing declarations throughout the procurement process until contract signature.

19.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the PE may request Contractors to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 20, it shall also be extended for a period corresponding to the extension of the Tender validity. A Contractor may refuse to extend its Tender validity period without forfeiting its Tender Security or Tender Securing Declaration. A Contractor who extends the validity periods of its Tender and Tender security or Tender securing declaration shall not be required or permitted to modify its Tender.

**20. Tender Security or Tender Securing Declaration**

20.1 The Contractor shall not furnish as part of its Tender either a Tender Security or a Tender Securing Declaration as specified in the TDS in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS**.**

20.2 If a Tender security is specified pursuant to ITT 20,1, the Tender security shall be a demand guarantee in the amount specified in the TDS and denominated in Eswatini Lilangeni or a freely convertible currency, and shall:

(a) Be issued by a reputable financial institution selected by the Contractor from an eligible country. If the institution issuing the security is located outside Eswatini, it shall be enforceable through a financial institution located in Eswatini.

(b) Be in the form of the Tender security included in section 4, Tendering forms;

(c) Be discharged by the financial institution immediately upon written demand by the PE in case the conditions stated in the Tender security are invoked;

(d) Be included in the Tender and submitted in its original form - copies shall not be accepted.

20.3 The Tender Security or Tender Securing Declaration shall be submitted using the appropriate form included in Section 4, Tendering Forms and shall be valid until the date specified in the TDS.

20.4 Any Tender not accompanied by appropriate Tender Security or Tender Securing Declaration, shall be rejected by the PE as non-compliant.

20.5 The Tender Security of all Contractors shall be returned as promptly as possible once the successful Contractor has signed the contract and provided the required Performance Security and ESHS Performance Security where applicable.

20.6 The Tender Security or Tender Securing Declaration of a JV, Consortium or Association must be issued in the names of all their members or partners.

20.7 The Tender Security may be forfeited, or the conditions of the Tender Securing Declaration executed in the following circumstances:

(a) If a Contractor withdraws its Tender during the period of Tender validity specified by the Contractor in the Tender Submission Sheet, or during any extension thereto;

(b) If a Contractor fails to accept the correction of its Tender price pursuant to ITT Sub-Clause 32.5; or

(c) If the successful Contractor fails to:

(i) Sign the Contract in accordance with ITT 45;

(ii) Furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITT 46.2.

**21. Alternative Tenders**

21.1 Contractors shall submit offers that comply with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. Alternative Tenders shall not be permitted.

**22. Format and Signing of Tender**

22.1 The Contractor shall prepare one original of the documents comprising the Tender as described in ITT Clause 14 and clearly mark it "ORIGINAL." In addition, the Contractor shall submit copies of the Tender, in the number specified in the TDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Tender shall be signed by the Contractor in the event that he or she is a physical person personally submitting the Tender and in any other event by a person duly authorised to sign on behalf of the Contractor. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered with the competent authority and if signed outside Eswatini, shall be notarized. The Power of Attorney shall be submitted in the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be signed or initialled by the person authorized to sign the Tender.

22.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the PE, or as necessary to correct errors made by the Contractor, in which case such corrections shall be initialed by the person(s) signing the Tender.

22.4 In the case of Tenders submitted by a JV, Consortium or Association, each member or partner shall nominate a representative through the power of attorney to conduct all business on its behalf during the Tender preparation, Tendering process and contract execution in case of award of the contract. Each representative duly nominated through the power of attorney shall commit each respective member or partner by executing a JV, Consortium or Association agreement providing; that the parties shall jointly submit a Tender, naming the lead member or partner and authorizing the representative of the lead member or partner who was granted power of attorney to sign the Tender.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

# D. Submission and Opening of Tenders

**23. Sealing and Marking of Tenders**

23.1 The Contractor shall enclose the original and each copy of the Tender, in separate sealed envelopes or packages, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes or packages containing the original and the copies shall then be enclosed in one

single plain envelope or package securely sealed in such a manner that opening and resealing cannot be achieved undetected and shall be submitted as specified in the TDS.

23.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Contractor;

(b) Be addressed to the PE in accordance with ITT 23.1;

(c) Bear the Procurement Reference number of this Tendering process; and

(d) Bear a warning not to open before the time and date for Tender opening, in accordance with ITT 23.1.

23.3 If all envelopes are not sealed and marked as required, the PE will assume no responsibility for the misplacement or premature opening of the Tender.

**24. Deadline for Submission of Tenders**

24.1 Tenders must be received by the PE at the address and no later than the date and time indicated in the TDS. When so specified in the TDS, Contractors shall have the option of submitting their Tenders electronically. Contractors submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

24.2 The PE may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 13, in which case all rights and obligations of the PE and Contractors previously subject to the deadline shall thereafter be subject to the deadline as extended.

**25. Late Tenders**

The PE shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 24. Any Tender received by the PE after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Contractor.

**26. Withdrawal and Replacement of Tenders**

26.1 A Contractor may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT 24.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITT 23 and 24 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "REPLACEMENT," and

(b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 24.1 shall be returned unopened to the Contractor.

26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Contractor in the Tender Submission Sheet or any extension thereof.

26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

26.5 Contractors may only offer discounts to, or otherwise modify the prices of their Tenders, by withdrawing and replacing their Tender in accordance with this clause, or by including the discount in the original Tender submission in accordance with ITT 17.

**27. Tender Opening**

27.1 The PE shall conduct the Tender opening in the presence of Contractors` designated representatives who choose to attend, and at the address, date and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1 shall be as specified in the TDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Contractor. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.

27.3 All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening. The corresponding tender that is being replaced shall be returned unopened to the contractor.

27.4 Only envelopes or packages that are opened and read out at the Tender opening shall be evaluated.

27.5 All other envelopes shall be opened one at a time, reading out: the name of the Contractor; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration; and any other details as the Procuring Entity may consider appropriate. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT 25

27.6 The PE shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Contractor and whether there is a withdrawal and/or replacement; the total Tender price or the Tender price per lot if applicable, including any discounts; the presence or absence of a Tender Security or Tender Securing Declaration, and whether a Power of Attorney was submitted. The Contractors' representatives who are present shall be requested to sign the record. The omission of a Contractor's signature on the record shall not invalidate the contents and effect of the record. 27.7 The opened tenders shall immediately to taken to a secure location, where they shall be kept until the evaluation begins.

# E. Evaluation of Tenders

**28. Confidentiality**

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Contractors or any other persons not officially concerned with such process until information detailing the Best Evaluated Contractor is communicated to all Contractors.

28.2 Any attempt by a Contractor to influence the PE in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract award, if any Contractor wishes to contact the PE on any matter related to the Tendering process, it should do so in writing.

**29. Evaluation of Tenders**

29.1 The PE shall use the criteria and methodologies listed in Sectio_ (3, Evaluation Methodology and Criteria. No other evaluation criteria or methodology shall be permitted. By applying the set criteria and methodology, the PE shall determine the Best Evaluated Tender.

29.2 If this Tendering document allows Contractors to quote separate prices for different lots, the methodology to determine the Best Evaluated Tender for a lot shall be as specified in Section 3, Evaluation Methodology and Criteria.

**30. Clarification and Changes to Tenders**

30.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring Entity may, at its discretion, ask any Contractor for a clarification of its Tender, including breakdowns of unit rates or prices. Any clarification submitted by a Contractor that is not in response to a request by the PE shall not be considered. The PE's request for clarification and the Contractor's response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of the Tenders, in accordance with ITT 32.

30.2 If a Contractor does not provide clarifications of its Tender by the date and time set in the PE's request for clarification, its Tender may be rejected.

**31. Compliance and Responsiveness of Tenders**

31.1 The PE's determination of a Tender's compliance and responsiveness is to be based only on the contents of the Tender itself with the exception of findings recorded in the Evaluation Report after a due diligence or post qualification.

31.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) Affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Tendering Document, the PE's rights or the Contractor's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive position of other Contractors presenting substantially compliant and responsive Tenders.

(d) Impacts the key factors of a procurement including cost, risk, time and quality and causes -

(i) Unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;

(ii) Unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

31.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the PE and may not subsequently be made compliant and responsive by the Contractor by correction of the material deviation, reservation, or omission.

**32. Nonconformities, Errors, and Omissions**

32.1 Provided that a Tender is substantially compliant and responsive, the PE may waive any non-conformity or omission in the Tender that does not constitute a material deviation.

32.2 Provided that a Tender is substantially compliant and responsive, the PE may request that the Contractor submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the Tender related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Tender. Failure of the tender to comply with the request may result in the rejection of its Tender.

32.3 Provided that a Tender is substantially compliant and responsive, the PE shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.

32.4 Provided that the Tender is substantially compliant and responsive, the PE shall correct arithmetic errors on the following basis:

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.5 If a Contractor does not accept the correction of errors, the Tender shall be rejected, and the Tender Security may be forfeited or conditions in the Tender Securing Declaration executed.

**33. Stages of Evaluation: Using the Technical Compliance Selection Evaluation Method**

The evaluation of a Tender for the procurement of works using the technical compliance evaluation method shall be conducted under the following stages:

**34. Preliminary Examination of Tenders – Eligibility and Administrative Compliance**

34.1 The PE shall examine the legal documentation to establish the eligibility of the Contractors and to verify the validity and authenticity of the documents submitted by the Contractor.

34.2 If after the examination of eligibility, the PE determines that the Tender is not compliant, it shall reject the Tender with the exception of rectification of omissions in accordance with ITT 32.2.

34.3 The PE shall confirm that the following administrative compliance documents and information have been provided in the Tender. If any of these documents or information is

missing or contrary to the requirements in the Tendering document, the Tender shall be rejected.

(a) The Tender Submission Sheet duly signed by the authorized representative of the Contractor, including:
  (i) A brief description of the works and related services offered;
  (ii) The total price of the Tender; and
  (iii) The appropriate duration of the Tender validity;
(b) The Price Schedule;
(c) A Power of Attorney in accordance with ITT 22.2; and
(d) An authentic Tender Security or Tender Securing Declaration, whichever is applicable, in the appropriate form and amount.

34.4 Eligibility and administrative compliance shall be determined on a pass or fail basis and a Tender which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

**35. Technical Evaluation**

35.1 The PE shall examine the technical aspects of the Tender submitted in accordance with ITT 16, in particular, to confirm that all requirements of Section 6, Statement of Requirements (SoRs) have been met without any material deviation, reservation or omission.

35.2 The determination shall be based upon an examination of the documentary evidence of the Contractor's qualifications submitted by the Contractor, pursuant to ITT Clause 5, to clarifications in accordance with ITT Clause 30 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria.

35.3 If, after the examination of the terms, conditions and requirements, the PE determines that the Tender is not substantially responsive in accordance with ITT 31, it shall reject the Tender.

**36. Currency and Exchange Rate**

36.1 The currency that shall be used for evaluation purposes for all Tenders shall be Eswatini Lilangeni unless otherwise authorized by a competent authority.

36.2 The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than 21 days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

**37. Financial Comparison of Tenders**

37.1 The PE will evaluate and compare only the Tenders determined to be substantially responsive following Technical Evaluation in accordance with ITT 37.3.

37.2 To financially evaluate a Tender, the PE shall only use the criteria and methodologies defined in this clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

37.3 To financially compare Tenders, the PE shall:

(a) Correct any arithmetic errors in accordance with ITT 30.1;
(b) Apply any discounts offered in accordance with ITT 17;
(c) Make adjustments for any deviation that is not a material deviation in accordance with ITT 32;
(d) Convert all Tenders to a single currency in accordance with ITT 18;

(e) Apply any margin of preference, in accordance with ITT 38;

(f) Determine the total evaluated price of each Tender.

37.4 The PE shall consider prices that appear to:

(a) Be unbalanced;

(b) Show a misunderstanding of the requirements; or

(c) Be intended to front load earnings.

37.5 The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation, unless otherwise specified in Section 3, Evaluation Methodology and Criteria.

37.6 The estimated effect of any price adjustment conditions under Clause 47 of the GCC, during the period of implementation of the Contract, will not be taken into account in Tender evaluation, unless otherwise indicated in Section 3, Evaluation Methodology and Criteria.

**38. Margin of Preference**

38.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

38.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:

(a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*

(b) Group B: Foreign Company sub-contracting or partnering with a Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

**39. Determination of Best Evaluated Tender**

The best evaluated Tender shall be the lowest priced Tender which is eligible, administratively and technically compliant to the requirements specified in the Tendering document.

# F. Award of Contract

**40. Award Procedure and Notice of Intention to Award**

40.1 An award decision by the relevant approvals authority is not a contract. The Contractor with the best evaluated Tender shall be awarded the contract following an adjudication by the relevant approvals authority.

40.2 The PE shall issue a Notice of Intention to Award within five (5) working days after the decision of the relevant approvals authority to all Contractors who participated in the Tendering process and the Agency for publication on its website

40.3 No contract shall be awarded within the period of ten (10) working days after the date of issuance of the Notice of Intention to Award.

40.4 Negotiations will only be held in exceptional circumstances as provided for under the Procurement Act.

**41. PE's Right to Accept any Tender and to Reject any or all Tenders**

The PE reserves the right to accept or reject any Tender and to cancel the Tendering process at any time prior to contract award, without thereby incurring any liability, subject to adherence to Regulation 26 and 27. of the Public Procurement Regulations of 2020.

**42. Confirmation of Award**

An award shall be confirmed by acceptance of a Letter of Award by the contractor.

**43. Signing and Effectiveness of Contract**

43.1 On expiry of the ten (10) working day period after issuance of the letter of appointment to the best evaluated Contractor, the PE shall promptly sign a contract with the successful Contractor.

43.2 Failure by the successful Contractor to promptly sign the contract shall constitute sufficient ground for annulment of the contract award decision and forfeiture of the Tender Security or execution of the Tender Securing Declaration. In that event, the PE may award the Contract to the next best ranked Contractor whose Tender was evaluated at the financial comparison stage.

43.3 Effectiveness of the contract shall be subject to submission of a satisfactory performance security where applicable and any other conditions specified in the Contract.

43.4 A contract shall not be entered into by the Controlling Officer with a Contractor during the period of administrative review.

**44. Debriefing of Contractors**

44.1 The Contractor shall be provided with information on the reasons for the failure of its Tender after the notice of Intention to Award has been issued. The Procuring Entity shall give the Contractor a written debrief.

**45. Performance Security**

45.1 Within twenty-one (21) calendar days after signing of the contract, the successful Contractor shall where applicable, furnish to the PE a Performance Security and the Environmental, Social, Health and Safety (ESHS)Performance Security if required in the TDS, in the amount stipulated in the SCC and in the form of an on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of the currencies of the Contract. The Performance Security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. Notwithstanding the foregoing and unless the acceptance of a performance security by the procuring entity would be in violation of the laws of Eswatini, a procuring entity shall not reject a performance security on the grounds that the performance security was not issued by the issuer in Eswatini, if the performance security and the issuer otherwise conform to the requirements prescribed in the invitation document.

45.2 Failure of the successful Contractor to submit the above-mentioned Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security, if required in the TDS, shall constitute sufficient ground for annulment of the contract award decision. In this case, or where the successful Contractor fails to sign the contract as stated in ITT Clause 43.2, the successful Contractor's Tender Security shall be forfeited, or the conditions of the Tender Securing Declaration shall be executed. In that event, the PE may award the contract to the next best ranked Contractor whose Tender was evaluated at the financial comparison stage.

## 46. Procurement Related Complaints and Administrative Review

46.1 The procedures for making a Procurement-related Complaint are as specified in the TDS

## 47. Abnormally Low and Abnormally High Prices

### 47.1 Abnormally Low Prices

47.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Contracto r to perform the Contract for the offered price.

47.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analysis of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

47.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

### 47.2 Abnormally High Prices

47.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Contractors is compromised.

47.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Contractor on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

47.2.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Contractors is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and copy ESPPRA, before re-inviting tenders.

# Section 2: Tender Data Sheet

| Instructions to Contractors Reference | Data relevant to the ITT |
|---|---|
| **ITT 1.1** | The Procuring Entity is:- Conciliation Mediation & Arbitration Commission |
| **ITT 1.1** | The works consist of: Renovations of reception |
| **ITT 1.1** | The Procurement Reference Number of the Contract is: CMAC/RFT/01/2026 |
| **ITT 1.1** | The number and identification of lots comprising this Tendering Document is:<br>The minimum and maximum number of lots a Contractor may Tender for is: |
| **ITT 9.3** | The PE *shall* be holding a pre-Tender meeting or site visit.<br>If a pre-Tender meeting / Site visit is to be held, it shall take place at:<br>Location: 1st Floor Makabongwe Building Nkoseluhlaza Street, Manzini<br>Date: 6 November 2026<br>Time: 12:00PM |
| **ITT 9.5** | Site visit *shall* be a mandatory requirement. |
| **ITT 12** | For clarification purposes only, the Procuring Entity's address is:<br>Attention: Procurement officer<br>Physical Address: 1st Floor, Mbabane House, Corner of Gwamile & Mahlokohla Street Mbabane<br>Telephone: +268 24048877<br>Electronic mail address: procurement@cmac.org.sz |
| **ITT 12** | The Procuring Entity will respond to any request for clarification provided that such request is received no later than 18 November 2026 |
| **ITT 14.2** | The language of the Tender shall be English |
| **ITT 15.1(i)** | The Contractor shall submit with its Tender the following additional documents: Construction Industry Council (CIC) Registration<br>Bidders must possess a valid registration certificate issued by the Construction |

| | |
|---|---|
| | Industry Council (CIC). The registration must be under Category B, with a grade that is appropriate and applicable to the total value and scope of the works specified in this tender. |

| Instructions to Contractors Reference | Data relevant to the ITT |
|---|---|
| | **ESHS Code of Conduct for Contractor's Personnel**<br>The Contractor shall submit its Code of Conduct that will apply to the Contractor's Personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VI- Statement of Requirements, e.g. risks associated with: labour influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behaviour and crime, and* maintaining *a safe environment etc.]*<br>In addition, the Contractor shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.<br>The Contractor shall be required to implement the agreed Code of Conduct.<br>**Environment and Social Management Plan (ESMP)**<br>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan that includes the Strategies and Implementation Plans described below**:**<br>***[Note:*** *insert name of applicable plans and strategies and specific risk/s];*<br>• *[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];*<br>• *[e.g. Water Resource Protection Plan to prevent contamination of drinking water];*<br>• *[e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];*<br>• *[e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];*<br>• *[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].*<br>• *[e.g strategy for marking and respecting work site boundaries etc.]*<br>*[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VI as advised by Environmental/Social specialists.*<br>*The key risks to be addressed by the Contractor should be identified by Environmental/Social specialists, for example from the Environmental and Social Impact Assessment (ESIA). The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the* |

| Instructions to Contractors Reference | Data relevant to the ITT |
|---|---|
| | *community, pollution of drinking water, depositing on private land and impacts on rare species etc.* |
| **ITT 18.2** | The Authority for specifying rates of exchange shall be the Central Bank of Eswatini. |
| **ITT 18.3** | Foreign currency requirements *shall not* be payable in different foreign currencies |
| **ITT 19.1** | Tenders must be valid until 30 March 2027 |
| **ITT 20.1** | A Tender Security ***shall*** not be required |
| **ITT 20.3** | Tender Securing Declaration shall be valid until 27 April 2027 |
| **ITT 22.1** | In addition to the original of the Tender, the number of copies required is: **1 Original and 2 copies** |
| | |
| **ITT 23.1** | For Tender submission purposes only, the Procuring Entity's address is:<br>Attention: Procurement department<br>Physical Address: 1st Floor, Mbabane House, Corner of Gwamile & Mahlokohla Street Mbabane |
| **ITT 24.1** | The deadline for Tender submission is:<br>Date: 27 November 2026<br>Time (SAST): 1 2 p m |

| Instructions to Contractors Reference | Data relevant to the ITT |
|---|---|
| **ITT 27.1** | The Tender opening shall take place at:<br>Physical Address: 1st Floor, Mbabane House, Corner of Gwamile & Mahlokohla Street Mbabane<br>Date: 27 November 2026<br>Time (SAST): 12pm |
| **ITT 38.1** | A margin of preference ***shall not*** apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria. |
| **ITT 46.1** | The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz<br>If a Contractor wishes to make a procurement-related complaint, the Contractor shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:<br>**Title/position**: *Procurement Officer*<br>**Procuring Entity**: Conciliation Mediation & Arbitration Commission<br>**Email address**: *procurement@cmac.org.sz*<br>In summary, a procurement-related complaint may challenge any of the following:<br>1. the terms of the Tendering Documents; and<br>2. the Procuring Entity's decision to award the contract. |

# Section 3: Evaluation Methodology and Criteria

## Procurement Reference Number: CMAC/RFT/01/2026

## A. Evaluation Methodology

**1. Methodology Used**

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection (TCS) methodology.

**2. Summary of Methodology**

2.1 The evaluation shall be conducted in four sequential stages –

(a) A Preliminary Examination to determine the eligibility of Contractors and the administrative compliance of Tenders received;

(b) A Technical Evaluation to determine the technical responsiveness of the eligible and compliant Tenders;

(c) A Financial Comparison to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender; and

(d) Post qualification to confirm whether the best evaluated Contractor has the capacity and resources to effectively execute the procurement.

2.2 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the Technical Evaluation stage.

## B. Preliminary Examination Criteria

**3. Eligibility Criteria**

3.1 The eligibility requirements shall be determined in accordance with ITT Clause 4; and

3.2 The documentation required to provide evidence of eligibility shall be:-

| | Eligibility Requirement | Documentary Evidence to be Provided by the Contractor |
|---|---|---|
| (a) | The Contractor has legal capacity to enter into the contract | (i) Certificate of Incorporation or Registration<br>(ii) Trading License for the current year<br>(iii) CIC registration category B |
| (b) | The Contractor 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 | A written declaration signed by the authorised representative of the Contractor<br><br>Or<br><br>Any other evidence |

| | | |
|---|---|---|
| (c) | The Contractor has fulfilled its obligations to pay taxes | Tax Compliance Certificate issued by Tax Regulator |
| (d) | The Contractor has fulfilled its obligations to social security contributions | Eswatini National Provident Fund Compliance Certificate *[for Swati firms only]*<br>Social Security Compliance Certificate or equivalent *[for foreign firms]* |
| (e) | The Contractor adheres to basic labour legislation | Labour Compliance Certificate *[for Swati firms]* |
| (f) | The Contractor does not have a conflict of interest in relation to the procurement requirement | A written declaration signed by the authorised representative of the Contractor |
| (g) | The Contractor, or any of its directors or officers, have not been convicted of any criminal offence relating to professional 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 | A written declaration signed by the authorised representative of the Contractor<br><br>A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Contractor's Country *[for foreign firms]*<br><br>Police clearance or Affidavit<br>*[the document(s) above should relate to the professional and criminal conduct of the contractor]* |
| (f) | The Contractor is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011][1], and none of its directors or officers have been involved in a Contractor or supplier currently subject to suspension | A written declaration signed by the authorised representative of the Contractor |

3.3 For Joint Venture or Consortiums or Associations;

a) A registered Power of Attorney from each member or partner if drawn and signed in Eswatini; or a notarised Power of Attorney if drawn and signed outside Eswatini, nominating a representative to conduct all business on its behalf during the Tender preparation, Tendering process and contract execution in case of award of the contract.

b) The documentation in Section 3.2 for each member or partner and a copy of the Joint Venture / Consortium / Association Agreement which is legally binding on all partners or members stating that:

(i) The partners or members shall jointly submit a Tender;

(ii) One of the parties will be nominated as lead member or partner to act for and on behalf of all members or partners;

(iii) The authorized representative of the lead member or partner who was granted power of attorney shall sign the Tender;

(iv) In the event that the Tender is successful, the contract shall be executed in the name of the Joint Venture (JV), Consortium or Association and each member or partner shall sign the contract agreement; and

(v) All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms.

**4. Administrative Compliance Criteria**

The evaluation of Administrative Compliance criteria shall be conducted in accordance with ITT Clause 34.3.

## C. Technical Evaluation Criteria

**5. Assessment of Responsiveness**

5.1 The assessment of responsiveness will consider the following criteria:

(a) Acceptance of the conditions of the proposed contract;

(b) Acceptable completion schedule;

(c) Acceptability of the proposed program (work method and schedule), including relevant drawings and charts.

**6. Mobilization**

Evaluation of the responsiveness of the Tender to the technical requirements will include an assessment of the Contractor's capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Statement of Requirements).

## 6.1 Personnel and Equipment

### A. Personnel

The Contractor must demonstrate that it will have the personnel for the key positions that meet the following requirements:

| No. | Position | General Work Experience (years) | Experience in Similar Works (years) |
|---|---|---|---|
| 1. | Project Manager | 3 years | 2 years |
| 2. | Interior Designer | 3 years | 2 years |
| 3. | Carpenter | 3 years | 2 years |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |

The Contractor shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

## 6.2 Qualification

| Factor | Historical Contract Non-Performance | | | | | |
|---|---|---|---|---|---|---|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Contractor | | | | |
| | | Single Entity | Joint Venture, Consortium or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| *6.2.1 History of non-performing contracts* | Non-performance of a contract did not occur within the last _____ years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. | Must meet requirement by itself or as partner to past or existing JV | N / A | Must meet requirement by itself or as partner to past or existing JV | N / A | Form 5 |
| *6.2.2 Pending Litigation* | All pending litigation shall in total not represent more than _____ percent (___%) of the Contractor's net worth and shall be treated as resolved against the Contractor**.** | Must meet requirement by itself or as partner to past or existing JV | N / A | Must meet requirement by itself or as partner to past or existing JV | N / A | Form 5A |

| Factor | Historical Contract Non-Performance | | | | | |
|---|---|---|---|---|---|---|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Contractor | | | | |
| | | Single Entity | Joint Venture, Consortium or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| *6.2.3 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance* | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years[2]. | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Form 5B ESHS Performance Declaration |

.

| Factor | Financial Situation and Performance | | | | | |
|---|---|---|---|---|---|---|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Contractor | | | | |
| | | Single Entity | Joint Venture, Consortium or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| *6.2.4 Historical Financial Performance* | Submission of audited accounts or other financial statements acceptable to the Employer, for the last ____ years to demonstrate the current soundness of the Contractors financial position and its prospective long-term profitability. | Must meet requirement | N / A | Must meet requirement | N / A | Form 6 and audited financial statements |
| *6.2.5 Average Annual Turnover* | Minimum average annual turnover of _____, calculated from total certified payments received for contracts in progress or completed, within the last _____years | Must meet requirement | Must meet requirement | Must meet _____ percent (_____%) of the requirement | Must meet _____ percent (_____%) of the requirement | Form 7 and audited financial statements |

| Factor | Financial Situation and Performance | | | | | |
|---|---|---|---|---|---|---|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Contractor | | | | |
| | | Single Entity | Joint Venture, Consortium or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| *6.2.6 Financial Resources* | The Contractor must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:<br>(i) the following cash-flow requirement:<br>……<br>……<br>and<br>(ii) the overall cash flow requirements for this contract and its concurrent commitments. | Must meet requirement | Must meet requirement | Must meet _____ percent (_____%) of the requirement | Must meet _____ percent (_____%) of the requirement | Form 8 and line of credit |

| ***Factor*** | **Experience** | | | | | |
|---|---|---|---|---|---|---|
| ***Sub-Factor*** | ***Criteria*** | | | | | ***Documentation Required*** |
| | ***Requirement*** | ***Contractor*** | | | | |
| | | ***Single Entity*** | ***Joint Venture, Consortium or Association*** | | | |
| | | | ***All partners combined*** | ***Each partner*** | ***At least one partner*** | |
| 6.2.7 General Experience | Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last_____ years prior to the Tender submission deadline, and with activity in at least _____months in each year. | Must meet requirement | N / A | Must meet requirement | N / A | Form 9 and Certificates of Completion or Substantial Completion |
| 6.2.8 Specific Experience | (a) Participation as contractor, management contractor, or subcontractor, in at least _____ contracts within the last _____years, each with a value of at least _____, that have been successfully and substantially completed (at least 70 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form 10 and Certificates of Completion or Substantial Completion |

| *Factor* | **Experience** | | | | | |
|---|---|---|---|---|---|---|
| ***Sub-Factor*** | ***Criteria*** | | | | | ***Documentation Required*** |
| | ***Requirement*** | ***Contractor*** | | | | |
| | | ***Single Entity*** | ***Joint Venture, Consortium or Association*** | | | |
| | | | ***All partners combined*** | ***Each partner*** | ***At least one partner*** | |
| | Section 6, Statement of Requirements. | | | | | |
| 6.2.9 Specific Experience | For the above or other contracts executed during the period stipulated in 6.2.8(a) above, a minimum experience in the following key activities:<br>….. | Must meet requirements | Must meet requirements | N / A | Must meet requirements | Form 10 and copies of the contracts providing the scope of the works |

Contractor's shall also provide information and documentation of:-

(a) Authority to seek references from the Contractor's bankers; and

(b) Foreign firms shall be required to submit proposals for subcontracting components of the works to local (Swati) firms amounting to at least 30% of the Contract Price.

## D. Financial Comparison Criteria

### 7. Costs to be included in the Tender Price

7.1 The financial comparison shall be conducted in accordance with ITT Clause 37.

The following costs shall be included in the Tender price:

(a) the total price given in the Activity Schedule/Bills of Quantities;

(b) day works, if any.

7.2 The following costs shall be excluded from the Tender price:

(a) provisional sums;

(b) the provision for contingencies in the Activity Schedule/ Bills of Quantities.

### 8. Margin of Preference

8.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

8.2 The PE will first review the Tenders that have reached financial comparison to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Contractors' declarations in the Tender Submission Sheet and supporting evidence on ownership/shareholding of the Contractors in accordance with ITT 38.2.

8.3 All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Contractors in Group A and Group B will be increased by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Contractor Z)- (Tender Price of Contractor Z x percentage specified in the Tender Data Sheet ITT 35.2]*. After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

**9. Determination of Best Evaluated Tender or Tenders**

9.1 Post qualification evaluation will be carried out on the lowest evaluated Contractor as specified below: -

Legal Requirements – Due diligence shall be done to verify ownership of the company and its registration with appropriate body in the country of principal business.

(i) Technical Requirements–Due diligence shall be done to:
   (a) Verify and validate the Contractor's performance on previous indicated private and public contracts in the Contractor's submission.
   (b) Verify and validate current commitments and litigation record of the Contractor.

(ii) Financial Requirements - Due diligence shall be done to verify and ascertain the Contractor's financial contracting capacity and bank commitment to provide a credit line to the Contractor.

9.2 A Contractor not meeting any of the above criteria shall be rejected.

9.3 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive and have passed the post-qualification shall be the best evaluated Tender. If this Tendering Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.

9.4 Notwithstanding paragraph 9.1, if the Tendering Document allows Contractors to quote different prices for single lots and for the award to a single Contractor of multiple lots, the Procuring Entity shall conduct a further financial comparison to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

## Additional Evaluation Criteria (If applicable)

***In addition to the evaluation criteria listed in Section 3, the following criteria may apply for the Procuring Entities:***

**10 Multiple Contracts**

If permitted under additional criteria, will be evaluated as follows:

**10.1 Award Criteria for Multiple Contracts:**

**Lots**

Contractors have the option to Tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the Contractor or Contractors offering the lowest evaluated cost to the Procuring Entity for combined lots, subject to the selected Contractor(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

# Section 4: Tendering Forms

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*[This Tender Submission Sheet should be on the letterhead of the Contractor and should be signed by a person with the proper authority to sign documents that are binding on the Contractor]*

# Tender Submission Sheet

Date: *[insert date (as day, month and year) of Tender Submission]*
Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;

(b) We offer to execute in conformity with the Tendering Document and in accordance with the completion schedule specified in the Statement of Requirements and the terms and conditions of the Tendering Document, the following works *[insert a brief description of the Works]*;

(c) The total price of our Tender, excluding any discounts offered in item (d) below, is _____

(d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The unconditional discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Cross discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions for its application.]*

Methodology of application of the cross discounts. The cross discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

(e) Our Tender shall be valid until the date specified in ITT Sub-Clause 19.1 and it shall remain binding upon us and may be accepted at any time before that date;

(f) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount in words and figures of the Performance Security]* for the due performance of the Contract;

(g) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1;

(h) We, including any subcontractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Contractor, including that of all parties that comprise the Contractor, if the Contractor is a joint venture, consortium or association, and the nationality of each subcontractor]*;

(i) We are eligible for a Margin of Preference in accordance with ITT Clause 38;

*[or]*

We are not eligible for a Margin of Preference in accordance with ITT Clause 38;

(j) We have signed and undertake to abide by the Code of Ethical Conduct for Contractors and Providers during the procurement process and the execution of any resulting contract;

(k) We accept the appointment of *[name proposed in GCC 35.1]* as the Adjudicator.

*[or]*

We do not accept the appointment of *[name proposed in GCC 35.1]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

(l) We are not participating, as Contractors, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;

(m) We, including any subcontractors, do not have any conflict of interest as stated in ITT 4.4 and are not associated, nor have been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or that is being proposed as Project Manager for the Contract;

(n) We, including any subcontractors for any part of the contract, have not been suspended by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;

(o) We understand that you are not bound to accept the lowest Tender or any other Tender that you may receive.

Signed: *[signature of person whose name is shown below]*

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert designation of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture]*

Dated on _____day of _____, _____*[insert date of signing]*

## Code of Ethical Conduct in Business for Contractors

### 1. Ethical Principles

Contractors and providers shall at all times-

(a) Maintain integrity and independence in their professional judgement and conduct;

(b) Comply with both the letter and the spirit of-

(i) The laws of Eswatini; and

(ii) Any executed contract.

(c) Avoid associations with businesses and organisations which are in conflict with this code.

### 2. Standards

Contractors and providers shall-

(a) Strive to provide works, services and goods of high quality and accept full responsibility for all works, services or goods provided;

(b) Comply with the professional standards of their industry or of any professional body of which they are members.

### 3. Conflict of Interest

Contractors and providers shall not accept contracts which would constitute a conflict of interest with any prior or current contract with any Procuring Entity. Contractors and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

### 4. Confidentiality and Accuracy of Information

(a) Information given by Contractors and service providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.

(b) Service providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

### 5. Gifts and Hospitality

Contractors and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a procurement decision of the Entity.

### 6. Inducements

(a) Contractors and service providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(b) Contractors and service providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

### 7. Fraudulent Practices

Contractors and service providers shall not-

(a) Collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and competitive competition;

(b) Enter into business arrangements that might prevent the effective operation of fair competition;

(c) Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) Misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;

(e) Unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;

(f) Withholding information from the PE during contract execution to the detriment of the PE.

I.....agree to comply with the above code of ethical conduct in business.

| | |
|---|---|
| **AUTHORISED SIGNATORY** | **NAME OF CONTRACTOR[3]** |

[3] *If the bidder is a JV, Consortium or Association, state the name of the JV, Consortium or Association*

*[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Contractor in its Tender, if so indicated in the TDS]*

# Form of Tender Security (Bank Guarantee)

Date: *[insert date (as day, month and year) of Tender Submission]*
Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

Whereas,*[insert complete name of Contractor/Joint Venture/Consortium/Association]* (hereinafter called "the Contractor") has submitted its Tender dated *[insert date (as day, month and year) of Tender submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the Works]*.

KNOW ALL PEOPLE by these presents that We *[insert complete name of institution issuing the Tender Security]* of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter called "the Guarantor") are bound unto *[insert complete name of Procuring Entity]* (hereinafter called "the Procuring Entity") in the sum of *[specify in words and figures the amount and currency of the Tender Security]* for which the Guarantor binds itself, its successors or assignees to make payment to the Procuring Entity.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are:

(1) If the Contractor withdraws its Tender during the period of Tender validity specified in the Tender submission sheet or as provided in ITT Sub-Clause 19.3 or refuses to accept the correction of its Tender price pursuant to ITT Clause 32.5; or

(2) If the Contractor having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity fails or refuses to:

   (a) Sign the Contract in accordance with the ITT Clause 43.2, if required; or

   (b) Furnish the Performance Security, in accordance with the ITT Clause 45.2 and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Contractors ("ITT").

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity's having to substantiate its demand, provided that in its demand the Procuring Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including _____*[insert date, (day, month and year) in accordance with ITT Clause 19.1 or 19.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub – article 20 (a) is hereby excluded.

Signed: *[insert signature of person whose name is shown below]*

Name: *[insert complete name of person signing the Tender Security]*

In the capacity of *[insert designation of person signing the Tender Security]*

Duly authorised to sign the Tender Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____day of _____(month), _____(year) *[insert date of signing]*

[Use Contractor's Letterhead]
[Name of Contractor]
[Physical Address of Contractor]

# Form of Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*

Subject of procurement and Ref number.: *[insert reference number of procurement process]*

To: *[insert complete name of Procuring Entity]*

I/We*, the undersigned, declare as follows:

I/We* understand that, according to the conditions of the Tendering Document, Tenders must be supported by a Tender Securing Declaration valid until the date indicated in the Tender Data Sheet (TDS).

I/We* accept that I/we* may be suspended by the Agency from being eligible for Tendering in any public procurement or disposal process if we are in breach of our obligations under the conditions in the Tendering document, because we:

(a) Have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or as provided in ITT Sub-Clause 19.3 or have refused to accept the correction of our Tender price pursuant to ITT Clause 32.5; or

(b) Having been notified of the acceptance of our Tender by the PE during the period of Tender validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITT 45.2 or and, if required, the Environmental and Social (ES) performance securing declaration.

I/We* understand this Tender Securing Declaration shall cease to be valid if I am/we are* not the successful Contractor, upon the earlier of:

(i) The expiry of the notice of best evaluated Contractor without any pending administrative review application; or

(ii) Twenty-eight (28) days after the expiration of the validity of my/our* Tender.

Signed: *[insert signature of person whose name is shown below]* In the capacity of *[insert designation of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Contractor]*

Dated on _____day of _____(month), _____(year) *[insert date of signing]*
Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, Consortium or Association the Tender Securing Declaration must be in the name of all partners that submit the Tender and signed by the representative duly authorized by the partners.]*
***Please delete as appropriate***

# Technical Documentation

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Environmental and Social Management Plan
6. Code of Conduct for Contractor's Personnel

**Site Organization**

***Provide a detailed description/illustration of the proposed site organization in terms of personnel, offices, materials storage, workshops etc.***

## Method Statement

***Provide a detailed description of the proposed method statement to execute the works***

## Construction Schedule

***Provide a detailed description/illustration of the proposed construction schedule.***

### Code of Conduct for Contractor's Personnel Form

**Note to the Contractor**:

**The minimum content of the Code of Conduct Form as set out by the Employer shall not be substantially modified**. However, the Contractor may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Contractor shall initial and submit the Code of Conduct Form as part of its bid.

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We ....., [*enter name of Contractor*], undertake that once we are awarded the contract for..... [*enter description of the works*] to be carried out at [*enter the site and other locations where the works will be carried out*] shall implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, labourers and other employees at the Works Site or other places where the works would be carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel"** and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor's Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. Maintain a safe working environment including by:
    a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. Wearing required personal protective equipment;
    c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an

imminent and serious danger to his/her life or health;

5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
8. Not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

**RAISING CONCERNS**

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address ……[ ] or by telephone at [ …….. ] or in person at [..... ]; or
2. Call [ ..... ] to reach the Contractor's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

**FOR CONTRACTOR'S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact ……. [*enter name of Contractor's contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

# Forms for Key Personnel

## Form – 1: Proposed Personnel

Contractors should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3: Evaluation Methodology and Criteria. The data on their experience should be supplied using the Form below for each candidate.

| | |
|---|---|
| 1. | Title of position |
| | Name |
| | Duration of commitment for this position |
| 2. | Title of position |
| | Name |
| | Duration of commitment for this position |
| 3. | Title of position |
| | Name |
| | Duration of commitment for this position |
| 4. | Title of position: |
| | Name |
| | Duration of commitment for this position |
| 5. | Title of position: |
| | Name |
| | Duration of commitment for this position |
| 6. | Title of position: |
| | Name |
| | Duration of commitment for this position |
| etc. | Title of position |
| | Name |
| | Duration of commitment for this position |

## Form – 2: CV of Proposed Personnel

The Contractor shall provide all the information requested below.

| | | |
|---|---|---|
| **Position** | | |
| **Personnel Information** | Name | Date of birth |
| | Professional qualifications | |
| | Academic qualifications | |
| **Present Employment** | Name of Employer | |
| | Address of Employer | |
| | Telephone | Contact (manager / personnel officer) |
| | Fax | E-mail |
| | Job title | Years with present Employer |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Project | Role | Duration in Involvement | Relevance Experience |
|---|---|---|---|---|---|
| *[Date, Month and Year]* | *[Date, Month and Year]* | *[main project details]* | *[role and responsibilities on the project]* | *[time in role i.e. Months and Years]* | *[describe the experience relevant to this position]* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## Declaration

I, the undersigned *[insert name of "Key Personnel"]*, certify that to the best of my knowledge and belief, the information in reference to my data contained in the Forms for Key Personnel correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Key Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

1. Be taken into consideration during Tender evaluation;
2. Result in my disqualification from participating in the procurement process.

**Name of Key Personnel: [*insert name*]**

Signature: _____

Date: (day, month, year): _____

**Countersignature of authorized representative of the Contractor:**

Signature: _____

Date: (day month year): _____

# Forms for Equipment

The Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3: Evaluation Methodology and Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Contractor. The Contractor shall provide all the information requested below, to the extent possible:

**FORM 3**

| | | |
|---|---|---|
| Type of Equipment | | |
| Equipment Information | Name of manufacturer | Model and power rating |
| | Capacity | Year of manufacture |
| Current Status | Current location | |
| | Details of current commitments | |
| Source | Indicate source of the equipment<br>☐ Owned<br>☐ Rented<br>☐ Leased<br>☐ Specially manufactured<br>[Attach evidence of ownership, lease or hire in the form of registration books, agreements or memoranda or purchaser order]<br>[For Specially Manufactured Equipment, attach evidence in form of Proforma Invoices, Quotation or Sales Agreement between the Contractor and the prospective equipment manufacturer] | |

The following information shall be provided only for equipment not owned by the Contractor.

**FORM 3A**

| | | |
|---|---|---|
| Owner | Name of owner | |
| | Address of owner | |
| | Telephone | Contact name and title |
| | Fax | Telex |
| Agreements | Details of rental / lease / manufacture agreements specific to the project. (Attach evidence of lease or hire in the form of registration books, agreements or memoranda or purchaser order) | |
| | | |
| | | |

# Qualification Forms

To establish its qualifications to perform the contract in accordance with Section 3: Evaluation Methodology and Criteria. The Contractor shall provide the information requested in the corresponding Information Sheets included hereunder:

**Form 4**

# Contractor Information Sheet

Date: _____

Procurement Reference Number: _____

| |
|---|
| 1. Contractor's Name[1]: |
| 2. In case of JV / Consortium / Association, state name of each party in Form 4A |
| 3. Contractor's Country of Registration / Incorporation[2]: |
| 4. Contractor's Year of Registration / Incorporation[3]: |
| 5. Contractor's Address in Country of Registration / Incorporation[4]: |
| 6. Contractor's Authorized Representative Information<br>Name:<br>Address:<br>Telephone/Fax numbers:<br>Email Address: |
| 7. Attached are copies of original documents of:<br>☐ Certificate of Incorporation or Registration of firm named in 1, above.<br>☐ In case of JV / Consortium / Association, the JV / Consortium / Association Agreement<br>☐ In case of government owned entity from the Procuring Entity's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law. |

[1]In case of JV / Consortium / Association, Fill in Form 4A
[2]In case of JV / Consortium / Association, Fill in Form 4A
[3]In case of JV / Consortium / Association, Fill in Form 4A
[4]In case of JV / Consortium / Association, Fill in Form 4A

**Form 4 A**

# Party to JV / Consortium / Association Information Sheet

Date: _____

Procurement Reference Number:

_____

| |
|---|
| 1.`Legal Name of party to JV / Consortium / Association: |
| 2. Country of Registration of party to JV / Consortium / Association: |
| 3. Year of Registration of party to JV / Consortium / Association: |
| 4. Legal Address in Country of Registration for party to JV / Consortium / Association: |
| 6. Authorized Representative Information for party to JV / Consortium / Association<br>Name:<br>Address:<br>Telephone/Fax numbers:<br>Email Address: |
| 7. Attached are copies of original documents of:<br>☐ Certificate of Incorporation or Registration of firm named in 1, above.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law. |

**Form 5**

# Historical Contract Non-Performance

Contractor's Name: _____ Date: _____
JV/ Consortium / Association Partner Names: _____
Procurement Reference No.: _____

| Non-Performing Contracts in accordance with the Technical Criteria | | | |
|---|---|---|---|
| ☐ Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.<br>☐ Contract non-performance during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III. | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount |
| _____ | _____ | Contract Identification: _____<br>Name of Employer: _____<br>Address of Employer: _____<br>Matter in dispute: _____ | _____ |

**Form 5A**

# Pending Litigation

| Pending Litigation, in accordance with Section III | | | |
|---|---|---|---|
| ☐ No pending litigation in accordance with Sub-Factor 6.2.2 of Section III<br>☐ Pending litigation in accordance with Sub-Factor 6.2.2 of Section III, as indicated below | | | |
| **Year** | **Outcome as Percent of Total Assets** | **Contract Identification** | **Total Contract Amount** |
| _____ | _____ | Contract Identification:<br>Name of Employer:<br>Address of Employer:<br>Matter in dispute: | _____ |
| _____ | _____ | Contract Identification:<br>Name of Employer:<br>Address of Employer:<br>Matter in dispute: | _____ |
| _____ | _____ | Contract Identification:<br>Name of Employer:<br>Address of Employer:<br>Matter in dispute: | _____ |

**FORM 5 B**

# Environmental, Social, Health and Safety Performance Declaration

| **Environmental, Social, Health, and Safety Performance Declaration**<br>in accordance with Section III, Qualification Criteria, and Requirements | | | |
|---|---|---|---|
| ☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3.<br>☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (value, currency, exchange rate and Lilangeni equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Employer: *[insert full name]*<br>Address of Employer: *[insert street/city/country]*<br>Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Employer: *[insert full name]*<br>Address of Employer: *[insert street/city/country]*<br>Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| … | … | *[list all applicable contracts]* | … |

| Performance Security called by an employer(s) for reasons related to ESHS Performance | | |
|---|---|---|
| **Year** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and Lilangeni equivalent)** |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Employer: *[insert full name]*<br>Address of Employer: *[insert street/city/country]*<br>Reason(s) for calling of performance security: *[indicate main reason(s)]* | *[insert amount]* |
| | | |

**Form 6**

# Current Contract Commitments / Works in Progress

*[The following table shall be filled in for the Contractor, each member of a Joint Venture / Consortium /Association]*

Contractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture / Consortium / Association Member's Name: *[insert full name]*
Proc. Reference No: *[insert Reference Number]*
*[*Contractors and each partner to a JV/ Consortium / Association should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.*]*

| Name of contract | Employer, contact address/tel | Value of outstanding work | Estimated completion date | Average monthly invoicing over last six months (Lilangeni /month) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| etc. | | | | |

**FORM 6 A**

# Financial Situation

## Historical Financial Performance

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Legal Name: _____

Procurement Reference No.: _____

To be completed by the Contractor and, if JV/ Consortium / Association, by each partner

| Financial information in Lilangeni equivalent | Historic information for previous _____(__) years (Lilangeni equivalent) | | | | | | |
|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year … | Year n | Avg. | Avg. Ratio |
| Information from Balance Sheet | | | | | | | |
| Total Assets (TA) | | | | | | | |
| Total Liabilities (TL) | | | | | | | |
| Net Worth (NW) | | | | | | | |
| Current Assets (CA) | | | | | | | |
| Current Liabilities (CL) | | | | | | | |
| Information from Income Statement | | | | | | | |
| Total Revenue (TR) | | | | | | | |
| Profits Before Taxes (PBT) | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

  - Must reflect the financial situation of the Contractor or partner to a JV, and not sister or parent companies
  - Historic financial statements must be audited by a certified accountant
  - Historic financial statements must be complete, including all notes to the financial statements
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form 7**

# Average Annual Turnover

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

| Annual turnover data (construction only) | | |
|---|---|---|
| Year | Amount and Currency | Lilangeni equivalent |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| *Average Annual Construction Turnover | _____ | _____ |

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III, Sub-Factor 6.2.5, divided by that same number of years.

**Form 8**

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3: Evaluation Methodology and Criteria.

| Source of financing | Amount (Lilangeni equivalent) |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

**FORM 9**

**Experience**

# General Experience

Contractor's Name: _____ Date: _____
JV/ Consortium / Association Partner Name: _____
Procurement Reference No.: _____

| Starting Month / Year | Ending Month / Year | Years* | Contract Identification | Role of Contractor |
|---|---|---|---|---|
| _____ | _____ | | Contract name:<br>Brief Description of the Works performed by the Contractor:<br>Name of Employer:<br>Address: | _____ |
| _____ | _____ | | Contract name:<br>Brief Description of the Works performed by the Contractor:<br>Name of Employer:<br>Address: | _____ |
| _____ | _____ | | Contract name:<br>Brief Description of the Works performed by the Contractor:<br>Name of Employer:<br>Address: | _____ |
| _____ | _____ | | Contract name:<br>Brief Description of the Works performed by the Contractor:<br>Name of Employer:<br>Address: | _____ |
| _____ | _____ | | Contract name:<br>Brief Description of the Works performed by the Contractor:<br>Name of Employer:<br>Address: | _____ |
| _____ | _____ | | Contract name:<br>Brief Description of the Works performed by the Contractor:<br>Name of Employer:<br>Address: | _____ |

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form 10**

# Specific Experience

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

| **Similar Contract Number: ___*[insert specific number]* of ___*[insert total number of contracts*** **required.** | **Information** | | |
|---|---|---|---|
| Contract Identification | _____ | | |
| Award date<br>Completion date | _____<br>_____ | | |
| | | | |
| Role in Contract | ☐ Contractor | ☐ Management Contractor | ☐ Subcontractor |
| Total contract amount | _____ | | Lilangeni_____ |
| If partner in a JV or subcontractor, specify participation of total contract amount | _____% | _____ | Lilangeni_____ |
| Employer's Name: | _____ | | |
| Address:<br><br>Telephone number:<br>E-mail: | _____<br>_____<br>_____<br>_____ | | |

**Form 10 A (cont.)**

# Specific Experience (cont.)

Contractor's Name: _____ Date: _____
JV/ Consortium / Association Partner Name: _____
Procurement Reference No.: _____

| **Similar Contract No. __*[insert specific number]* of ___*[insert total number of contracts]* required** | **Information** |
|---|---|
| Description of the similarity in accordance with Sub-Factor 6.2.8a) of Section 3: Evaluation Methodology and Criteria.: | |
| Amount | _____ |
| Physical size | _____ |
| Complexity | _____ |
| Methods/Technology | _____ |
| Physical Production Rate | _____ |

**Form 10 A (b)**

# Specific Experience in Key Activities

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

| | Information | | |
|---|---|---|---|
| Contract Identification | _____ | | |
| Award date<br>Completion date | _____<br>_____ | | |
| Role in Contract | ☐ Contractor | ☐ Management Contractor | ☐ Subcontractor |
| Total contract amount | _____ | | _____ |
| If partner in a JV / Consortium / Association, specify participation of total contract amount | _____% | _____ | _____ |
| Employer's Name: | _____ | | |
| Address:<br><br>Telephone number:<br>E-mail: | _____<br>_____<br>_____<br>_____ | | |

**Form 10 (b) (cont.)**

# Specific Experience in Key Activities (cont.)

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

| | Information |
|---|---|
| Description of the key activities in accordance with Sub-Factor 6.2.9 b) of Section III: | |
| | |
| | |
| | |
| | |
| | |

We, the undersigned, declare that the information contained in and attached to these forms is true and accurate as of the date of Tender submission:

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of authorized person signing the Qualification Form]*

Duly authorised to sign the Qualification Form for and on behalf of: *[insert complete name of Contractor or name of Joint Venture/ Consortium / Association]*

Dated on _____day of _____, _____*[insert day / month / year of signing]*

# Section 5: Eligible Countries

## Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) As a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or

(b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

# PART 2 - Statement of Requirements

# Section 6: Statement of Requirements

## Contents

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# Scope of Works

*Company experience of minimum three (3) years in the construction industry.*

| Site No | Site Name | Physical Address |
|---|---|---|
| 1 | Manzini Office | 1st Floor Makabongwe Building Nkoseluhlaza Street |

***Expected Deliverable***

1. *Site Inspection and Mobilisation: Site inspection completed, work programme and implementation schedule submitted*
2. *Layout and Preparation: Final cubicle layout confirmed and work area prepared*
3. *Partitioning and Construction: Three consultation cubicles constructed and partitions installed*
4. *Electrical and Fitting Works: Electrical points, lighting, worktops and storage fittings installed as required*
5. *Finishing Works: Painting, flooring repairs, skirting and other finishing works completed*
6. *Final Inspection: Joint inspection conducted with CMAC and any identified defects rectified*
7. *Handover: Completed and cleaned reception area handed over to CMAC*

***Reports to be Provided***

*The Contractor shall provide the following during or upon completion of the works:*

- *Work programme indicating the anticipated commencement and completion dates.*
- *Brief progress updates during implementation, where required by CMAC.*
- *Notification of any issues or variations that may affect the cost, quality or completion period.*
- *Completion report confirming that the works have been completed in accordance with the agreed scope.*
- *Any applicable warranties/guarantees for materials, fittings or workmanship.*

# Technical Specifications

*The contractor shall undertake the renovation of the reception area to create three (3) individual consultation cubicles. The works shall include the following:*

*Site Surveys:*

- *Conduct a comprehensive site survey and take all necessary measurements prior to commencement of works.*
- *Verify existing site conditions and ensure that all dimensions are accurate before fabrication and installation.*
- *Report any discrepancies or unforeseen site conditions to the Client before commencing the works.*

*Removal of Existing Drywall:*

- *Carefully dismantle and remove the existing drywall partitions without causing damage to adjacent finishes, fixtures, fittings, or reusable materials.*
- *Remove all demolition debris from site and dispose of it in accordance with applicable environmental and safety regulations.*

*Supply & Installation:*

- *Construct three (3) consultation cubicles within the reception area to provide private consultation spaces for clients.*
- *Supply and install new drywall partitions complete with metal framing, plasterboard, jointing, skimming, and all necessary accessories to achieve a smooth finished surface ready for painting.*
- *Re-use the existing aluminium doors where practical, ensuring they are properly aligned, securely fitted, and fully operational.*

*Supply and install aluminium glazed screens where indicated to complement the consultation cubicles and reception layout.*

- *Supply and install a durable worktop in each consultation cubicle suitable for daily office use.*
- *Supply and install one (1) lockable drawer beneath each worktop.*
- *Supply and install one (1) lockable storage cabinet in each consultation cubicle for secure*

*storage of officers' documents and office materials.*

*Painting:*

- *Prepare all newly installed drywall surfaces, including filling, sanding, and priming where necessary.*

- *Apply one coat of primer and a minimum of two coats of high-quality interior emulsion paint to all new drywall surfaces.*

# Environmental, Social, Health and Safety Requirements

# Drawings

*[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder].*

# Activity Schedule/ Bills of Quantities

## Activity Schedule

Date: *[insert date (as day, month and year) of Tender Submission]*

Procurement Reference No.:*[insert Procurement Reference number]*

Name of Contractor: *[Insert the name of the Contractor/Joint Venture/Consortium/Association]*

| Item number | Activity Description | Amount in Lilangeni |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture/Consortium/Association]*

Dated on _____day of _____, _____*[insert date of signing]*

# Bill of Quantities

Date: *[insert date (as day, month and year) of Tender Submission]*

Procurement Reference No.:*[insert Procurement Reference number]*

Name of Contractor: *[Insert the name of the Contractor/Joint Venture/Consortium/Association]*

| Item number | Description of Works | Unit | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | ***Grand Total:*** | | | |

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture/Consortium/Association]*

Dated on _____day of _____, _____*[insert date of signing]*

# Completion Schedule

*The Contractor should indicate the project timelines that shows the sequence of activities required to finish a project:*

# Supplementary Information

*Supplemental information for a tender for works is any additional information that can be used to amend or add to in the tender documents, including extending time limits. It only becomes part of the contract if it explicitly states that it amends the contract documents.*

# PART 3 - Contract
# Section 7: General Conditions of Contract for the Procurement of Works

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Works (available on request) except where modified by the Special Conditions below.

# Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC Clause Reference | Special Conditions |
|---|---|
| | Procurement Reference No: _____ |
| **GCC 1.1(cc)** | The Site is located at _____and is defined in Drawings Nos: _____ |
| **GCC 1.1(ee)** | The Start Date shall be: _____ |
| **GCC 1.1(z)** | The Project Manager is: _____ |
| **GCC 2.1** | The following documents also form part of the Contract: _____ _____ |
| **GCC 3.7** | This Contract is a _____Contract. |
| **GCC 3.8** | Sectional completion _____permitted. |
| **GCC 7.1** | For **notices**, the PE's address shall be:<br>Attention: _____<br>Physical address: _____<br>Telephone: _____<br>Electronic mail address: _____<br><br>For **notices**, the Contractor's address shall be:<br>Attention: _____<br>Physical Address: _____<br><br>Telephone: _____<br>Electronic mail address: _____ |
| **GCC 9.1** | The Works consist of: _____ |
| **GCC 10.2** | The PE's specific approval is required for: _____ |
| **GCC 12.1** | GCC Clause 12.1 on sub-contracting is modified as follows: _____ |
| **GCC 12.2** | The following conditions shall apply to subcontracting: _____ |
| **GCC 13.1** | The Schedule of Other Contractors _____ part of the Contract. |

| GCC Clause Reference | Special Conditions |
|---|---|
| **GCC 14.1** | The Schedule of Key Personnel _____part of the Contract. |
| **GCC 18.1** | The minimum insurance covers shall be:<br>(a) The minimum cover for insurance of the Works, Plant and Materials is: _____<br>(b) The maximum deductible for insurance of the Works, Plant and Materials is: _____<br>(c) The minimum cover for insurance of Equipment is: _____<br>(d) The maximum deductible for insurance of Equipment is: _____<br>(e) The minimum cover for insurance of property is: _____<br>(f) The maximum deductible for insurance of property is: _____<br>(g) The minimum cover for personal injury or death insurance is: _____<br>(h) The maximum deductible for personal injury or death insurance is_____ |
| **GCC 19.1** | Site Investigation Report(s) _____part of the contract. |
| **GCC 22.1** | The Intended Completion Date for the whole of the Works shall be: _____ |
| **GCC 26.1** | The Site Possession Date shall be: _____ |
| **GCC 34.1** | The procedure for settling disputes shall be _____*(If not available indicate Not Applicable)* |
| **GCC 34.3** | Fees and types of reimbursable expenses to be paid to the Adjudicator: |
| **GCC 34.4** | The arbitration shall be conducted in accordance with the Arbitration Act of Eswatini.<br>Arbitration shall take place at: _____ |
| **GCC 35.1** | The Appointing Authority for the Adjudicator is: _____ |
| **GCC 36.1** | The Contractor shall submit the Program for the Works within _____days/weeks of contract signature. |
| **GCC 36.3** | The period between Program updates is _____days.<br>The amount to be withheld for late submission of an updated Program is: |
| **GCC 44.1** | The Defects Liability Period is _____days. |

| GCC Clause Reference | Special Conditions |
|---|---|
| **GCC 50.1** | Statements of estimated value of works executed shall be on a_____basis. |
| **GCC 53.1(l)** | The following events shall also be Compensation Events: |
| **GCC 56.1** | The Contract _____ subject to price adjustment in accordance with Clause 56 of the General Conditions of Contract, and the following information regarding coefficients _____apply.<br>The coefficients for adjustment of prices are:<br>(a) For currency:<br>(i) _____percent nonadjustable element (coefficient A).<br>(ii) _____percent adjustable element (coefficient B).<br>(b) For currency:<br>(i) _____percent nonadjustable element (coefficient A).<br>(ii) _____percent adjustable element (coefficient B). |
| **GCC 56.1** | The Index I for local currency will be: _____<br>The Index I for the specified international currency will be: _____<br>The Index I for currencies other than the local currency and the specified international currency will be: _____ |
| **GCC 57.1** | The proportion of payments retained is _____ *[insert percent]* percent. |
| **GCC 58.1** | The liquidated damages for the whole of the Works are _____ per day.<br>The maximum amount of liquidated damages for the whole of the Works is _____Percent of the final Contract Price. |
| **GCC 59.1** | The Bonus for the whole of the Works is _____per day. The maximum amount of Bonus for the whole of the Works is _____Percent of the final Contract Price. |
| **GCC 60.1** | The Advance Payment will be equivalent to _____and will be paid in the same currencies and proportions as the Contract Price.<br>It will be paid to the Contractor within _____. |
| **GCC 60.3** | The Advance Payment will be repaid by deducting equal amounts from payments due to the Contractor each month during the period starting _____ months after the Start Date and ending _____months after the Start Date. |
| **GCC 61.1** | A Performance Security _____(Shall/Shall not) be required. |

| GCC Clause Reference | Special Conditions |
|---|---|
| | A Performance Security shall be for (Insert percentage) of the Contract Price. |
| **GCC 61.3** | The standard form of Performance Security acceptable to the PE shall be an Unconditional Bank Guarantee in the format presented in Section 9 of the Tendering Documents. |
| **GCC 67.1** | The date by which "as built" drawings are required is:<br>The date by which operating, and maintenance manuals are required is: |
| **GCC 67.2** | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____Eswatini Lilangeni . |
| **GCC 69.1** | The percentage to apply to the value of the work not completed, representing the PE's additional cost for completing the Works, is: _____ |

# Section 9: Contract Forms

## Table of Forms

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# Contract Agreement

Procurement Reference No: _____

THIS CONTRACT AGREEMENT made this _____ day of _____, ____, between _____of _____ (hereinafter "the Procuring Entity - PE"), of the one part, and _____of _____(hereinafter "the Contractor"), of the other part.

Whereas the PE is desirous that the Contractor executes _____ (hereinafter called "the Works") and the PE has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Eswatini Lilangeni _____.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Contract Agreement shall prevail over all other Contract documents.
   (a) the Contractor's Tender;
   (b) the Special Conditions of Contract;
   (c) the General Conditions of Contracts;
   (e) the Scope of works;
   (f) the Drawings; and
   (g) the completed Schedules.
3. In consideration of the payments to be made by the PE to the Contractor as indicated in this Contract, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The PE hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price of _____or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
5. The Contract Price or such other sum as may be payable shall be paid _____ in Eswatini Lilangeni , _____ in _____ and _____ in _____.

IN WITNESS whereof the parties thereto have caused this Contract to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____(for the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____(for the Contractor)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

# Performance Security

*[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the Contract Price specified in the Contract and should be denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity].*

Date: *[insert date (as day, month and year) of Performance Security]*
Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring Entity]*

WHEREAS *[insert name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to the Contract referenced above, dated *[insert date (as day, month and year) of contract]* to execute *[insert brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract;

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the "Guarantor"}, have agreed to give the Contractor a security;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[insert currency and amount of Guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of Guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain in force up to and including _____* *[insert date: day, month, year]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*
In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*
Duly authorized to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*
Dated on _____day of _____, _____*[insert date of signing]*

* *Insert the date twenty-eight (28) days after the intended completion date as stated in SCC 22.1. In the event of an extension of the intended completion date, the Entity shall request for an extension of this guarantee from the contractor. The request for extension shall be in writing and must be made prior to the expiration date stated in the guarantee.*

# Advance Payment Security

Date: *[insert date (as day, month, and year) of Payment Security]*
Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring Entity]*

In accordance with the payment provision included in the Contract referenced above, in relation to advance payments, *[insert complete name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with the PE a Bank Guarantee to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PE on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between the PE and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Security shall remain valid and in full effect from the date of the advance payment under the Contract until the PE receives full repayment of the same amount from the Contractor.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorized to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _____day of _____, _____*[insert date of signing]*

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*