The Kingdom of Eswatini

Eswatini Water and Agricultural Development Enterprise

Request for Tender (RFT) Document
for
PROVISION OF SECURITY SERVICES

Procurement Method:	**OPEN TENDER**
Subject of Procurement:	**PROVISION OF SECURITY SERVICES**
Procurement Reference Number:	**EWADE/0794**
Date of Issue:	**15th October 2026**
Participation:	*NATIONAL*

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PREFACE

This Tender Document has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Services Contracts.

The document is customised to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other laws of Eswatini, and international best practices.

This Request for Tender (RFT) shall be used to procure Services Contracts above E500,000.

The sale of this tender document to potential Tenderer(s) is discouraged.

Those wishing to submit comments or questions on this Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
ESWATINI
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Standard Request for Tender Document

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Standard Invitation to Tenderers

(Without Expression of Interest)

Invitation to Tender for the Provision of Security Services at EWADE Sites

Procurement Reference Number: EWADE/0794

1. Tenders are invited from suitably qualified and licensed service providers wishing to tender for the Provision of Security Services to EWADE Sites. This includes the provision of uniformed personnel and mobile supervision services to various offices, sites, pump stations, and dam sites within the Lower Usuthu Smallholder Irrigation Project. Service providers must be appropriately licensed security service providers.

2. Tenders will only be accepted from companies registered in Eswatini and approved by the Office of the Senior Government Security Officer, of which at least 60% of the controlling shares are owned by Eswatini citizens.

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 7(b) from *0800 hrs to 1600 hrs, Monday to Friday.*

5. Further information may be obtained at the address given below at 7(a) from *0830 to 1630 hrs*.

6. The Tender Document, which has been prepared in the *English language*, may be obtained by interested security service providers at 7(b) upon payment of a non-refundable fee of E350. The method of payment will be through cash or EFT *with* effect from 16th October 2026 *until the date of bid submission.* Tenders must be delivered to the address below at 7(c) at or before 1000 hrs on 13th November 2026. Late tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 7(d) at 1010 hrs on 13th November 2026.
   The account to use for EFT or bank transfer is as follows:

   Account details for foreign & Local currency.

   Bank: NEDBANK ESWATINI

   Account name: EWADE

   Account number: 12990577569

   Branch: 360164

   SWIFT Code: NESWSZMX

6. There shall be a mandatory pre-tender meeting/site visit at EWADE Lubovane Damsite Office (Coordinates: Latitude: -26.737572 / S 26° 44' 15.258"; Longitude: 31.701161 / E 31° 42' 4.178") on the dates indicated in the proposed schedule in this notice.
7. Address and contact details:

(a)	Information about Tender can be accessed from:	**The Procurement Manager** Tel No +268 2411 8600 or by e-mail: Tender@ewade.co.sz
(b)	Documents will be issued from:	The Tender Document in English may be obtained by interested Tender at the address below or downloaded from our website, www.ewade.co.sz and ESPPRA website at www.esppra.co.sz. The document can be obtained personally from the address provided below: **EWADE Head Office Building** **Siphofaneni (MR8)** **Kingdom of Eswatini**
(c)	Bids must be delivered to:	Eswatini Water and Agricultural Development Enterprise (EWADE) EWADE Lubovane Damsite Office P O Box 198 Siphofaneni Kingdom of Eswatini
(d)	Address of Tender opening:	Eswatini Water and Agricultural Development Enterprise (EWADE) EWADE Lubovane Damsite Boardroom P O Box 198 Siphofaneni Kingdom of Eswatini

8. The planned procurement schedule (subject to changes) is as follows:

Activity	**Date**
(a) Issue of invitation to tender letter	15th October 2026
(b) Pre-Tender meeting/ Site visit (where applicable)	22 October 2026
(c) Tender closing date	13th November 2026, 1000hrs
(d) Evaluation process	14th November 2026
(e) Notification and publication of notice of intention to award	24th November 2026
(f) Contract Award	09th December 2026

Signature:

Name:

Position of Authorised Official:

PART 1 – Tender Procedures

Section 1: Instructions to Tenderer

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Section 1. Instructions to Tenderer

A. General

1. Scope of Tender

1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS), invites Tender for the provision of the Services specified in Section 6, Statement of Requirements (SOR) or Terms of Reference (TOR) to commence on the date indicated in the SOR/TOR.

1.2 Procurement will be undertaken in compliance with the Public Procurement Act, and its Regulations of 2020.

1.3 The Instructions to Tenderer (ITT) should be read in conjunction with the TDS. The subject and procurement reference number are provided in the TDS.

1.4 Throughout this Request for Tender Document:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa;

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

2. Source of Funds

2.1 The PE has an approved budget from Government fund towards the cost of the procurement named in the TDS. The Procuring Entity intends to use these funds to place a contract for which this Request for Tender Document is issued.

2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Corrupt Practices

3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that Procuring Entities, as well as Tenderer, 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" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) The procuring entity will reject a recommendation for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;

(c) The Agency will suspend a Tenderer from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Tenderer shall be aware of the provision stated in Sub Clause 15.1(g)-(h) and Sub Clause 2.2 of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring Entity may terminate a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Tenderer during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, . the Code of Ethical Conduct for Tenderer and Providers as provided in the bidding forms shall be signed by the Tenderer and submitted together with the other bidding forms. The Government of Eswatini may suspend a Tenderer from engaging in any public procurement or process for a period determined by the Eswatini Public Procurement Regulatory Agency (herein referred to as the Agency), where the Tenderer is suspended from the procurement processes of an international agency of which Eswatini is a member.

3.5 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity.

4. Eligible Tenderer

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

(a) the Tenderer has the legal capacity to enter into a contract;

(b) the Tenderer is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the Tenderer's business activities have not been suspended

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

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

4.2 A Tenderer may be a natural person, private entity, government-owned entity, subject to ITT Sub-Clause 4.6 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the TDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Eswatini or if signed outside Eswatini, shall be notarized.

4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, 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 works or supplies.

4.4 A Tenderer shall not have a conflict of interest, as defined in ITT Clause 5. All Tenderer found to be in conflict of interest shall be disqualified.

4.5 A firm that is under a suspension by the Agency in accordance with ITT Clause 3.1 (c) or 3.4, at the date of the deadline for Tender submission or thereafter before contract signature, shall be disqualified.

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

4.7 Tenderer shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Conflict of Interest

5.1 The Eswatini Public Procurement Regulatory Framework requires that Tenderer provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Tenderer shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.

5.2 A Tenderer may be considered to have a conflict of interest with one or more parties in this procurement process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this Tender; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this procurement process; or

(e) submit more than one Tender in this procurement process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractors simultaneously; or

(f) have been engaged, or any of their affiliates have been engaged, by the Procuring Entity to provide supplies or works for the same project: or

(g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.

5.3 Tenderer hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the Tenderer's earlier consulting services) for the same project.

5.4 Tenderer may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the TDS and the factors used for the selection of the Tenderer will take the likelihood of continuation into account. It will be the exclusive decision of the Procuring Entity whether or not to have the downstream assignment carried out, and if it is carried out, which Tenderer will be hired for the purpose.

5.5 Any previous or ongoing participation in relation to the assignment by the Tenderer, its professional staff, or its affiliates or associates under a contract with the Procuring Entity or the Government of Eswatini may result in rejection of the Tender. Tenderer should clarify their situation in that respect with the Procuring Entity before preparing the Tender.

B. Request for Tender Document

6. Contents of Request for Tender Document

6.1 This Request for Tender Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 8.

PART 1 Procurement Procedures

- Section 1. Instructions to Tenderer (ITT)
- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tender 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) for the Procurement of Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2 Tender from Tenderer who did not obtain the Request for Tender Document directly from the Procuring Entity will be rejected during evaluation [Where pre-qualification has been done and RFP sent directly to pre-qualified Tenderer].

6.3 The Tenderer is expected to examine all instructions, forms, terms, and requirements in the Request for Tender Document. Failure to furnish all information or documentation required by the Request for Tender Document may result in the rejection of the Tender.

7. Clarification of Request for Tender Document

A prospective Tenderer requiring any clarification of the Request for Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the TDS. The Procuring Entity shall forward copies of its response to all Tenderer who have acquired the Request for Tender Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Request for Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and Sub-Clause 24.2.

8. Amendment of Request for Tender Document

8.1 Prior to the deadline for submission of Tender, the Procuring Entity may amend the Request for Tender Document by issuing addenda.

8.2 Any addendum issued shall be part of the Request for Tender Document and shall be communicated in writing to all who have obtained the Request for Tender Document directly from the Procuring Entity.

8.3 To give prospective Tenderer reasonable time in which to take an addendum into account in preparing their Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tender, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tender

9. Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, including any negotiations with or visits to the Procuring Entity, and the

Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

10. Language of Tender and Communications

10.1 The medium of communication shall be in writing.

10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English unless otherwise specified in the TDS.

10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITT Sub-Clause 10.2, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Preparation of Tender

11.1 Tenderers shall prepare and submit separate Technical and Financial Tenders in accordance with the one-stage, two-envelope tender submission method. Under this method, each Tenderer shall submit one sealed outer envelope containing two separately sealed inner envelopes, clearly marked “TECHNICAL TENDER” and “FINANCIAL TENDER”, respectively. The Technical Tenders shall be opened at the date, time and venue specified in the Tender Data Sheet (TDS), while the Financial Tenders shall remain sealed and securely retained by the Procuring Entity until completion of the technical evaluation process. Only the Financial Tenders of Tenderers who have successfully passed the technical evaluation shall be opened at a subsequent financial opening, on a date and time communicated by the Procuring Entity in accordance with the provisions of this Tender Document.

11.2 A pre-Tender meeting will be held where necessary and shall be indicated in the TDS. Attendance of the pre-Tender meeting is mandatory.

12. Joint Ventures, Associations and Sub-contracting

12.1 If a Tenderer considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Tenderer(s) or other Tenderer or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the TDS.

12.2 Tenderer must obtain the approval of the Procuring Entity to enter into a joint venture with Tenderer not invited for this assignment or other short-listed Tenderer.

12.3 International Tenderer for large contracts are encouraged to seek the participation of national Tenderer by entering into a joint venture with, or subcontracting part of the assignment to national Tenderer.

13. Professional Staff

13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the TDS. The Tender shall, however, be based on the number of professional staff-months estimated by the Tenderer.

13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Tenderer or have an extended and stable working relationship with the Tenderer.

13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements/Terms of Reference, preferably working under conditions similar to those prevailing in Eswatini.

13.4 The Tenderer and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.

13.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13.6 As the determination of the Best Evaluated Tender will be based, among other factors, on an evaluation of proposed key professional staff, the Procuring Entity expects to award a contract on the basis of the experts and specialists named in the Tender.

13.7 The Procuring Entity will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the Tender without confirming their availability, the Tender may be rejected.

14. Technical Tender

14.1 The technical Tender shall provide the following information using the standard forms contained in Section 4, Tender Forms:

(a) The declarations included in the Technical Tender Submission Sheet (Section 4.1.1);

(b) An outline of recent experience on assignments of a similar nature (Section 4.1.3). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Tenderer's involvement;

(c) Any comments or suggestions on the Terms of Reference (Section 4.1.4);

(d) A description of the methodology for performing the assignment (Section 4.1.5);

(e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.6);

(f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the Tender (Section 4.1.7). Key information should include the number of years working for the Tenderer and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.8)

(g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.9);

(h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.10)

(i) A Tender Security as required by the ITT Clause 21 (Section 4.1.11 and 4.1.12);

(j) Written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Sub-Clause 22.2;

(k) Documentary evidence in accordance with ITT Clause 18 establishing the Tenderer's eligibility;

(l) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;

(m) Any additional information requested in the TDS.

14.2 The technical Tender shall not include any financial information.

15. Financial Tender

15.1 The financial Tender shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Tender Forms:

(a) Financial Tender Submission Sheet (Section 4.2.1);

(b) Summary of Tender Price Breakdown of Lump Sum (Section 4.2.2);

(c) Breakdown of Fees (Section 4.2.3);

(d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation;

(e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;

(f) Any additional information requested in the TDS.

15.2 The total Tender price shall be broken down into the following cost components using the appropriate forms:

(a) Fees

(b) Reimbursable expenditure

(c) Miscellaneous expenses

15.3 Where indicated in the TDS, the total Tender price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITT Sub Clause 15.2 expressed for each activity.

15.4 The financial Tender should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Tenderer and their personnel (other than nationals of or permanent residents in Eswatini), unless the TDS specifies otherwise.

15.5 The completed financial Tender forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary, during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.

15.6 Where commissions and gratuities have or shall be paid by the Tenderer in relation to the assignment these shall be listed in the Financial Tender Submission Sheet.

16. Tender Prices

16.1 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed

price quotation shall not be rejected, but the price adjustment shall be treated as zero.

17. Currencies of Tender

17.1 Unless otherwise specified in the TDS, Tender prices shall be quoted in the following currencies:

(a) for Services originating in Eswatini, the Tender prices shall be quoted in Eswatini currency (Lilangeni), unless otherwise specified in the TDS; and

(b) for Services originating from outside Eswatini, the Tender prices shall be quoted in the currency of the expense or in the currency of the Tenderer's country.

17.2 If a Tenderer wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the Procuring Entity's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by the Procuring Entity to express its offer in the currency required by the Procuring Entity. The source, date, and type of exchange rate to be used is indicated in ITT Clause 35.

18. Documents Establishing the Eligibility of the Tenderer

18.1 To establish their eligibility in accordance with ITT Clause 4, Tenderer shall complete the eligibility declarations in the Technical Tender Submission Sheet, included in Section 4, Tender Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

19. Documents Establishing the Qualifications of the Tenderer

19.1 To establish its qualifications to perform the Contract, the Tenderer shall submit any evidence specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Tender

20.1 Tender shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-compliant.

20.2 During this period, the Tenderer is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete the procurement process within this period.

20.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderer to extend the period of validity of their Tender. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT Clause 21, it shall also be extended for a

corresponding period. A Tenderer may refuse the request without being liable for forfeiture of its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender a Tender Security, in original form and in the case of a Tender Security, in the amount and currency specified in the TDS.

21.2 The Tender Security shall be submitted using the Form included in Section 4, Tender Forms. The Tender Security shall be valid until the date specified in the TDS.

21.3 Any Tender not accompanied by a Tender Security, if one is required in accordance with ITT Clause 21, shall be rejected by the Procuring Entity as non-compliant.

21.4 The Tender Security of all Tenderer shall be returned within the period stipulated in Regulation 52(17) of the Public Procurement Regulations of 2020.

21.5 If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 20.3; or

(a) The Tender Security may be forfeited if the successful Tenderer fails to:
   (i) sign the Contract in accordance with ITT Clause 43;
   (ii) furnish any Performance Security required in accordance with ITT Clause 45; or
   (iii) accept the correction of its Tender price pursuant to ITT Sub-Clause 31.5

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of each of the documents comprising the technical and the financial Tender as described in ITT Clauses 14 and 15 and clearly mark both "ORIGINAL". In addition, the Tenderer shall submit copies of both the technical and financial 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 typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer

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 unamended printed literature, shall be signed or initialled by the person signing the Tender.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tender

23. Sealing and Marking of Tender

23.1 The Tenderer shall enclose the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The inner and outer envelopes shall::

(a) bear the name and address of the Tenderer;

(b) be addressed to the Procuring Entity in accordance with ITT Clause 24.1; and

(c) bear the Procurement Reference Number of this procurement process.

(d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 27.1.

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

24. Deadline for Submission of Tender

24.1 Tender must be received by the Procuring Entity at the address and no later than the date and time indicated in the TDS.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tender by amending the Request for Tender Document in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring Entity and Tenderer previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tender

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

26. Withdrawal and Replacement of Tender

26.1 A Tenderer may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tender by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT Sub-Clause 22.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITT Clauses 22 and 23 (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 Tender, in accordance with ITT Clause 24.

26.2 Tender requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderer.

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

26.4 Tender 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 Tender.

27. Tender Opening

27.1 The Procuring Entity shall conduct the Tender opening in the presence of Tenderer` designated representatives who choose to attend, at the address, date and time 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 Tenderer. 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 outer envelopes including those marked "REPLACEMENT" shall be opened and the technical Tender within them opened. Replacement Tender 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 Tenderer.

27.4 All technical Tender shall be opened one at a time, reading out: the name of the Tenderer; the presence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate. No Tender shall be rejected at the Tender opening.

27.5 Only envelopes that are opened and read out at the Tender opening shall be considered further.

27.6 The financial Tender shall remain sealed until the time and date notified for the opening of the financial Tender. Evaluators of technical Tender shall have no access to the financial Tender until the detailed evaluation is concluded and the result established.

27.7 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer, the presence or absence of a Tender Security where required and any other information that is required to be stated at the public opening as indicated in the request for Tender. The Tenderer' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation of Tender

28. Confidentiality

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

28.2 Any effort by a Tenderer to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the Tender or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the procurement process, it should do so in writing.

29. Clarification of Tender

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Tender, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the price or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the financial Tender, in accordance with ITT Clause 31.4.

29.2 If a Tenderer 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.

30. Compliance and Responsiveness of Tender

30.1 The Procuring Entity's determination of a Tender's compliance and responsiveness shall be based on the contents of the Tender itself.

30.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and requirements of the Request for Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) is inconsistent with the request for Tender and which may limit in any substantial way, the rights of the procuring entity or the obligations of the Tenderer under the contract;

(b) if corrected would unfairly affect the competitive position of the other Tenderer whose Tender are administratively compliant; or

(c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -
   (i) time schedules, where it is stated in the request for Tender that time is of the essence;
   (ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
   (iii) counter Tender with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a Tender is not substantially compliant and responsive to the Request for Tender Document, it shall be rejected by the Procuring Entity and may not subsequently be made compliant and responsive by the Tenderer by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

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

31.2 Provided that a Tender is substantially compliant and responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that a Tender is substantially compliant and responsive, the Procuring Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price may 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 Tenderer.

31.4 Provided that the Tender is substantially compliant and responsive, the Procuring Entity 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 Procuring Entity 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.

31.5 If the Tenderer that submitted the best evaluated bid does not accept the correction of errors, its Tender shall be rejected.

32. Preliminary Examination of Tender – Eligibility and Administrative Compliance

32.1 The Procuring Entity shall examine the legal documentation and other information submitted by Tenderer to verify the eligibility of Tenderer in accordance with ITT Clause 4.

32.2 If after the examination of eligibility, the Procuring Entity determines that the Tenderer is not eligible, it shall reject the Tender.

32.3 The Procuring Entity shall examine the technical Tender to confirm that all documents and technical documentation requested in ITT Clause 14 has been provided, and to determine the completeness of each document submitted.

32.4 The Procuring Entity shall confirm that the following documents and information have been provided in the technical Tender. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Tender Submission Sheet, including:
  (i) a brief description of the services offered; and
  (ii) the correct validity date of the Tender and
  (iii) the validity date of the Tender;
(b) the Price Schedule;
(c) written confirmation of authorisation to commit the Tenderer; and
(d) a Tender Security or Tender Securing Declaration, if required.

32.5 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.

33. Detailed Evaluation

33.1 The Procuring entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material non-conformity or reservation.

33.2 If, after the examination of the terms and conditions, the Procuring entity determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.

33.3 The Procuring entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Tendering Document have been met without any material non-conformity or reservation.

33.4 If, after the technical evaluation, the Procuring entity determines that the Tender is not substantially compliant in accordance with ITT Clause 30, it shall reject the Tender.

34. Opening of Financial Tender- Not Applicable

34. Opening of Financial Tender

34.1 Upon completion of the technical evaluation, the Procuring Entity shall notify, in writing, all Tenderers whose Technical Tenders did not meet the prescribed

eligibility, administrative and technical compliance requirements. Such Tenderers shall not proceed to the financial evaluation stage, and their Financial Tenders shall remain unopened and be returned in accordance with the applicable procurement procedures.

34.2 The Procuring Entity shall notify all Tenderers whose Technical Tenders have been determined to be substantially responsive of the date, time and venue for the opening of their Financial Tenders. The notification period shall be in accordance with the applicable provisions of this Tender Document and the Public Procurement Regulations.

34.3 The Financial Tenders of only those Tenderers who successfully passed the technical evaluation shall be opened at the designated financial opening, in the presence of Tenderers' representatives who choose to attend.

34.4 At the financial opening, the Procuring Entity shall announce and record the names of the qualifying Tenderers, their respective tender prices and any other information required under the applicable procurement procedures. A record of the financial opening shall be prepared and maintained.

34.5 Following the financial opening, the Procuring Entity shall undertake the financial evaluation and comparison in accordance with ITT 37 and Section 3, Evaluation Methodology and Criteria.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, the Procuring Entity shall convert all Tender prices expressed in the amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty one (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.

36. Margin of Preference

36.1 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.

37. Financial Comparison of Tender – Not Applicable

37.1 Following the opening of Financial Tenders in accordance with ITT 34, the Procuring Entity shall undertake a financial evaluation and comparison of all Financial Tenders submitted by Tenderers who have successfully passed the preliminary examination and detailed technical evaluation stages.

37.2 The financial evaluation shall be conducted in accordance with the Technical Compliance Selection methodology prescribed in Section 3, Evaluation

Methodology and Criteria. Only Financial Tenders of technically compliant Tenderers shall be considered for financial comparison.

37.3 In determining the evaluated tender price, the Procuring Entity shall consider the tender price submitted, corrections of arithmetic errors in accordance with ITT 31.4, adjustments for non-material nonconformities and omissions in accordance with ITT 31.3, and any applicable margin of preference as prescribed in the Tender Document.

37.4 Financial Tenders shall be compared on a consistent basis, taking into account the applicable pricing schedules and all costs required for the provision of the Security Services as specified in the Statement of Requirements.

38. Determination of Best Evaluated Tender

38.1 The Procuring Entity shall compare all substantially compliant and responsive Tender to determine the best evaluated bid/Tender, in accordance with Section 3, Evaluation Methodology and Criteria.

39. Post-qualification of the Tenderer

39.1 If so stated in Section 3, the Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated Tender is qualified to perform the Contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Tenderer's qualifications.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next best evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

40. Negotiations

40.1 Negotiations are prohibited under this procedure.

F. Award of Contract

41. Award Procedure

41.1 The Procuring Entity shall issue a Notice of Intention to Award within ten (10) working days after a decision of the relevant approvals authority to award a contract, to all Tenderer who participated and the Agency for publication on its website.

41.2 A Procuring Entity shall not award a contract to the best evaluated Tenderer until the lapse of ten (10) working days after the date of issuance of the notice of intention to award.

41.3 The Procuring entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated Tender, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

42. Procuring Entity's Right to Accept or Reject Any or All Tender

42.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the procurement process and reject all Tender at any time prior to contract signature and issue by the Procuring Entity, without thereby incurring any liability to Tenderer, subject to adherence to Regulation 26 and 27 of the Public Procurement Regulations of 2020.

43. Signing and effectiveness of the Contract

43.1 On expiry of the ten (10) working days after the date of issuance of the Letter of Appointment/ Letter of award, the Procuring Entity shall sign a contract with the successful Tenderer.

43.2 Failure by the successful Tenderer to sign the contract shall constitute sufficient ground for annulment of the contract award.

43.3 Effectiveness of the Contract shall be subject to any conditions specified in the Contract.

44. Debriefing

44.1 Where a Tenderer requests information on the reasons for their success or failure of their Tender, after a Notice of Intention to Award has been issued, the Procuring Entity shall give the Tenderer a written debrief.

45. Procurement Related Complaints and Administrative Review

45.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS**.

46. Abnormal Low and Abnormally High Prices

46.1 Abnormally Low Prices

46.1.1 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 Consulting firm to perform the Contract for the offered price.

46.1.2 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 analyses 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 RFP document.

46.1.2 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.

46.2 Abnormally High Prices

46.2.1 An abnormally high price is one where the Tender 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 Tenderer is compromised.

46.2.2 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 RFP to check if the Terms of Reference, scope of work and conditions of contract are contributory to the abnormally high Tender. The Procuring Entity may also seek written clarification from the Tenderer 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 Tender depending on the Procuring Entity's budget considerations.

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

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

Section 2: Tender Data Sheet

Instructions to Tenderer Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring Entity is: Eswatini Water and Agricultural Development Enterprise (EWADE)
ITT 1.3	**Subject:** The subject of the procurement is: **Provision of Security Services within EWADE sites.**
ITT 1.3	**Reference:** The Procurement Reference Number is: **EWADE/0794**
ITT 4.2	**Joint Ventures:** The individuals or firms in a joint venture, consortium or association ***shall*** be jointly and severally liable.
ITT 5.4	**Downstream work:** The Procuring Entity does not envisage the need for continuity for downstream work.
B. Request for Tender Document	
ITT 7	**Clarification:** For clarification purposes only the Procuring Entity's address is: Attention: The Procurement Manager Physical Address: Eswatini Water and Agricultural Development Enterprise Ltd EWADE Head Office Siphofaneni (MR8); ESWATINI Tel No: +268 2411 8600 Email: Tender@ewade.co.sz The Procuring Entity will respond to any request for clarification provided that such request is received no later than **1600 hrs, 6th November 2026**.
C. Preparation of Tender	
ITT 11.1	**Submission Method:** The Tender submission method shall be a one-stage, one-envelope method. The Tenderers shall submit with its Tender the following additional documents: a) Declaration of Eligibility. b) Proof of Authority of Signatory c) E 20,000.00 Tender Bond d) Certificate of Attendance at Clarification Meeting e) Original /Valid Tax Compliance Certificate f) Certified copy of Valid Trading License g) Certified copy of Certificate of Incorporation

Instructions to Tenderer Reference	Data relevant to the ITT
	h) Valid Labour Compliance Certificate i) Valid ENPF Certificate j) Police clearance certificates for all company directors, including fingerprints k) Submission of a current Company Form J, endorsed by the Registrar of Companies l) Submission of a current Company Form C, endorsed by the Registrar of Companies. m) Submission of certified copies of national identity documents for the people listed in Form C n) Financial statements not older than 12 months on the date of submission of this tender The outer envelope SHALL be sealed and must be marked: **Eswatini Water and Agricultural Development Enterprise** **EWADE Head Office** **Siphofaneni (MR8)** **ESWATINI** Furthermore, the outer envelope must be marked: EWADE; Tender No. EWADE/0794; Provision of Security Services for EWADE Sites; and **"Do not open before 1000 hrs local time on 13th November 2026".**
ITT 11.2	**A Mandatory Pre-Tender meeting: 22 October 2026 at 1000 hrs.** **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/3395773637195980?p=oXjpCdVqshrX9IspAh Meeting ID: 339 577 363 719 598 0 Passcode: U8GP3yt9 Attendance shall be recorded in an official register maintained by the Procuring Entity.
ITT 12.1	**Joint ventures:** Short-listed Tenderer **shall** be permitted to associate with individual Tenderer or other Tenderer or entities in a joint venture.
ITT 12.2	Prior to granting approval to enter into a joint venture, the Procuring Entity **shall** conduct an assessment of Tenderer not invited for this assignment.
ITT 13.1	**Estimated Man Months:** The estimated number of professional staff-months required for the assignment is: **Thirty Six (36) man months.**
ITT 14.1(m)	**Additional information in Technical Tender:** Additional information required in the Technical Tender includes: N/A

Instructions to Tenderer Reference	Data relevant to the ITT
ITT 15.1 (f)	**Additional information in Financial Tender:** Additional information required in the Financial Tender includes: N/A
ITT 15.3	**Price Breakdown:** The Financial Tender shall be broken down into the price for each Activity.
ITT 15.4	**Taxes:** The Financial Tender should clearly indicate taxes etc as a separate amount. Tenderer must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents' companies/contractors in respect of services performed in Eswatini and 15% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended) ***Information on taxes may be obtained from the following:*** The Commissioner of Taxes P. O. Box 5628 Mbabane Eswatini Physical Address: Portion 419 Farm 50 Along MR 103, Ezulwini Kingdom of Eswatini Tel. 2406 4000 or info@era.org.sz Department of Customs and Excise Ezulwini Eswatini Tel. (+268) 24064000
ITT 16.1	**Prices:** The prices quoted by the Tenderer shall be: fixed and not subject to variation.
ITT 17.1 (a)	**Currency:** The currency of the Tender shall be Emalangeni
ITT 20.1	**Validity:** Tender must remain valid until 31st January 2027.
ITT 21.1	**Tender Security:** A Tender Security of SZL20,000.00 ***shall*** be required.
ITT 21.2	The Tender shall remain valid until **28 February 2027**, being twenty-eight (28) calendar days beyond the expiry of the Tender Validity Period of 31 January 2027, as specified under ITT 20.1.

Instructions to Tenderer Reference	Data relevant to the ITT
	Where the Tender Validity Period is extended in accordance with ITT 20.3, the validity of the applicable security instrument shall be extended accordingly.
ITT 22.1	**Number of Copies:** In addition to the original of the technical and financial Tender, the number of copies of each required is: One (1) original and five (5) copies of the Technical Tender and one (1) original and five (5) copies of the Financial Tender.
ITT 22.2	**Form of Authorisation:** Power of Attorney or a Notarised Power of Attorney if signed outside Eswatini.
D. Submission and Opening of Tender	
ITT 24.1	**Tender Submission:** For Tender submission purposes only, the Procuring Entity's address is : Physical Address: Eswatini Water and Agricultural Development Enterprise EWADE Lubovane Dam site Office Siphofaneni (MR8) ESWATINI The deadline for Tender submission is: **13th November 2026, 1000 hrs.**
ITT 27.1	**Tender Opening:** The Tender opening for the technical Tender shall take place at: **Physical Address:** Eswatini Water and Agricultural Development Enterprise EWADE Lubovane Dam site Office Siphofaneni (MR8) ESWATINI **Time: 13th November, 1010 hrs**
ITT 33.2	**Interviews:** Interviews ***shall*** not be held.
E. Evaluation of Tender	
ITT 36.1	**Margin of Preference:** A margin of preference ***shall not*** apply.
ITT 45.1	The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:

Instructions to Tenderer Reference	Data relevant to the ITT
	Title/position: *The Chief Executive Officer* **Procuring Entity**: *Eswatini Water and Agricultural Development Enterprise* **Email address***: ewade@ewade.co.sz* In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; and 2. the Procuring Entity's decision to award the contract.

Section 3. Evaluation Methodology and Criteria

A Evaluation Methodology

1. Methodology Used

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

2. Summary of Methodology

The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of Tenderer and the administrative compliance of bids received;

(b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tender; and

(c) a financial comparison to compare costs of the eligible, compliant, responsive Tender received and determine the best evaluated bid.

Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

(a) Eligible Tenderer in accordance with ITT Clause 4 and Section 40 of the Public Procurement Act, 2011; and

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

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Tenderer has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year (iii) Declaration of Eligibility of Contractor (iv) Proof of Authority of Signatory Any other sufficient evidence
(b)	The Tenderer 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	A written declaration signed by the authorised representative of the Tenderer Or

	activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Any other sufficient evidence.
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator or equivalent for foreign Tenderer;
(d)	The Tenderer has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate
(e)	The Tenderer adheres to basic labour legislation	Labour Compliance Certificate
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the Tenderer
(g)	The Tenderer, 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 Tenderer Police Clearances for directors or officers
(f)	The Tenderer 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 tenderer or supplier currently subject to suspension	A written declaration signed by the authorised representative of the Tenderer

[1] *Refers to suspension by the Eswatini Public Procurement Regulatory Agency*

3.3 A Power of Attorney signed outside Eswatini shall be notarized authorising signature of the bid on behalf of the Tenderer.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

(i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

(iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

C Detailed Evaluation Criteria

5. Technical Criteria

5.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.

5.2 The Terms of Reference in the Statement of Requirements details the minimum technical requirements expected from the consultant. The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals shall be as follows:

(i) Qualification of Key Personnel

The Tenderer must demonstrate that it has qualified personnel with the relevant recent past experience for the key positions that meet the following requirements/profiles, and that the nominated personnel confirm their availability to the Contract for its full duration.

Unit	Description	Pass/Fail
1	**Contract Manager** Must have a minimum diploma in criminal justice, business management, or a related technical discipline from a recognised institution, with a minimum of five (5) years' experience as a supervisor in the security services industry.	Pass
1	**Operations Manager** Must have a minimum diploma in security risk management, business management, or equivalent, with five (5) years' experience in middle management supervising armed/unarmed guarding personnel, client SLAs, and shift deployments.	Pass
1	**Human Resources (HR) & Compliance Manager** Must have a minimum diploma in human resources management, industrial psychology, employment law, or another relevant field, with five (5) years' experience managing high-turnover recruitment, labour law compliance, and statutory regulatory vetting within the security industry.	Pass
8	**Shift Supervisors** Must have High School Diploma (Grade 12/Matric); advanced security supervisory certification; minimum 3-year-old clean driver's license; minimum 3 years as a frontline guard or senior security operative with demonstrated leadership aptitude.	Pass

8	**Armed Reaction Officers** Must have High School Certificate; valid firearm competency certificates with 2 years in high-risk tactical operations, military, police, or elite armed response environments.	Pass
Tenderers obtained a FAIL in each of the items mentioned above do not qualify		

(ii) Vehicles

The Tenderer must demonstrate that it owns or has the financial ability to hire the following key equipment listed and confirm its availability to the Contract for its full duration. The below listed equipments for this Contract must be supported with proof of ownership documents or lease agreement. (Proof of ownership / lease to be attached).

Unit	Description	Pass/Fail
4	Light Utility Pick-up Trucks (Bakkies / Double Cabs) deployment vehicles with canopy and benches or similar enclosed vehicle	Pass
1	Double cab to escort the EWADE CEO on daily routes.	Pass
1	Standard Patrolling Sedans / SUVs that will be used for routine estate patrols.	Pass
Tenderers obtained a FAIL in each of the items mentioned above do not qualify		

(iii) Relevant Previous Experience

The bidders must provide proof of satisfactory performance and signed award letters for at least three successfully completed security service contracts worth a minimum of SZL 5,000,000 each within the last six years, with all submitted information subject to verification by the Procuring Entity

Unit	Description	Pass/Fail
3	Three Contracts of at least SZL 5,000,000 in the last 6 years	Pass
Tenderers obtained a FAIL in each of the items mentioned above do not qualify		

(iv) Financial Capacity

Tenderers must have an average annual turnover of at least SZL 6,000,000, access to sufficient financial resources and credit facilities of at least SZL 2 000,000 from a recognized financial institution to manage cash flow throughout the contract and must submit audited financial statements that are no older than 12 months from the submission date.

Unit	Description	Pass/Fail
1	Letter of Credit from financial institution exceeding SZL 2 000,000	Pass
1	Tenderers must have an average annual turnover of at least SZL 6,000,000, derived from audited financial statements that are no more than 12 months old as of the submission date.	Pass
Tenderers obtained a FAIL in each of the items mentioned above do not qualify		

D Financial evaluation Criteria

7. Costs to be included in Tender Price

The financial evaluation shall be conducted in accordance with ITT Clause 36. The costs to be included in the Tender price Tender are:

(a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;

(b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

(a) Adjustment for deviations in the schedule of payment, if applicable. (b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference

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

(a) The Procuring entity will first review the Tenders to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Tenderers' declaration of origin.

(b) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Tenderers NOT in Group A, Group B and Group C will be increased by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Tenderer Z)- (Tender Price of Tenderer 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.

10. Determination of Best Evaluated Tender or Tenders

10.1 The tender with the lowest evaluated price, which has also attained a pass in technical evaluation is eligible , complaint, and substantially responsive, shall be considered the best evaluated tender.

Section 4. Proposal Forms

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[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its technical proposal]

4.1.1 Technical Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal 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 Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

(b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;

(c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;

(d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date;

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

(f) We, including any associates, Joint Venture partners or Sub-contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Consultant, including that of all parties that comprise the Consultant, if the Consultant is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;

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

(h) We are not participating, as Consultants, in more than one proposal in this procurement process;

(i) We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the Procuring Entity;

(j) We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by ESPPRA from participating in public procurement;

(k) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;

(l) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

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

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

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

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

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

4.1.2 CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANTS

1. **Ethical Principles**
   Consultants 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 contract awarded.
   (c) avoid associations with businesses and organisations which are in conflict with this code.
2. **Standards**
   Consultants and providers shall-
   (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
   (b) comply with the professional standards of their industry or of any professional body of which they are members.
3. **Conflict of Interest**
   Consultants and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any Procuring Entity. Consultants 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**
   (1) Information given by consultants and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
   (2) 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**
   Consultants 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 government procurement decision.
6. **Inducements**
   (1) Consultants and 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.
   (2) Consultants and 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**
   Consultants and providers shall not-
   (a) collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and open 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 TENDERER**

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.3 Consultant's References

Relevant services carried out in the last 10 years (*Insert number of years required)* that best illustrate experience.

Using the format below, provide information on each assignment for which the Consultant, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant's Name: _____

<table>
<tr><td colspan="2">Assignment name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within country:</td><td>Professional Staff provided by consultant (profiles):</td></tr>
<tr><td colspan="2">Name of client:</td><td>№ of staff:</td></tr>
<tr><td colspan="2">Address:</td><td>№ of Staff-Months; Duration of assignment:</td></tr>
<tr><td>Start date (Month/Year):</td><td>Completion date (Month/Year):</td><td>Approx. Value of services (in Currency SZL):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>№ of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of senior staff (Project Director/Coordinator, Team Leader) involved, and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of Project:</td></tr>
<tr><td colspan="3">Description of actual services provided by your Staff:</td></tr>
</table>

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. If none, include form and state "None"]

4.1.4 Comments and Suggestions on the Terms of Reference

[*Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.*]

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.5 Description of the Methodology for performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.6 Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	**Position**	**Task(s)**

2. Support Staff		
Name	**Position**	**Task(s)**

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.7 Format of Curriculum Vitae for Proposed Professional Staff

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., A-1, TEAM LEADER/LEAD CONSULTANT}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

___

_____

___

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2000-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……......./e-mail……; Mr. A2 , Project manager]		

Membership in Professional Associations and Publications:

_____

_

Language Skills (indicate only languages in which you can work):

_____

_____

_

4.1.8 Format for confirmation of availability of Key Professional Staff

Subject of procurement:		Procurement reference number	

Consultant	

List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available

Confirmation

I .....(insert name of consultant)
hereby certify that the staff described above shall be available as indicated

Signature: _____ Name: _____

4.1.11 Tender Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated. If the Consultant is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.

2. I/We accept that I/we may be debarred for three years by the Agency from being eligible for bidding in any contract with the Government of Eswatini, if we are in breach of our obligation(s) under the Request for Proposals conditions, because we:

a. have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
b. having been notified of the acceptance of our proposal by the Procuring Entity, during the period of proposal validity, fail or refuse to:
   (i) sign the Contract in accordance with ITC Clause 43;
   (ii) furnish the Performance Security, in accordance with the ITC Clause 45; or
   (iii) accept the correction of our bid by the Procuring Entity, pursuant to ITC sub-Clause 31.4.

3. I/We understand this Proposal Securing Declaration shall expire on [*Insert date as per ITC Clause 21]*.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

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

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

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

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its financial proposal]

4.1.12 Tender Security

Tender Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____

Beneficiary: _____

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of _____ under Invitation for Tenders No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____

[signature(s)]

Tender Security (Tender Bond) NOT APPLICAPLE

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, **authorized to transact business in** _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Obligee (hereinafter called "the Procuring Entity") in the sum of _____[2] _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the _____ day of _____, 20__, for the construction of _____(hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

[2] The amount of the Bond shall be denominated in the currency of the Procuring Entity's country or the equivalent amount in a freely convertible currency.

_____	_____
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

4.1.13

Declaration of Eligibility

[The Tenderer must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their declaration.]

[>>>Name of Tenderer, Address, and Date>>>]

Re Tender Reference …….

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

(a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.

(b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

(c) We have fulfilled our obligations to pay taxes and social security contributions.

(d) We declare that we adhere to basic labour legislation.

(e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and

(f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.

(g) We further declare that we are not Politicians and or Public Officers.

(h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.

(i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____ (In the capacity of) _____

Authorised Representative Signature_____ Date_____

4.2.1 Financial Proposal Submission Sheet

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

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

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

We, the undersigned, declare that:

(a) The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;

(b) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none"];*

Name and address of Recipient	**Purpose/ Reason**	**Currency and Amount**

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

In the capacity of _____*[insert legal capacity of person signing the proposal]*

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

Duly authorised to sign the proposal for and on behalf of: _____*[insert complete name of Consultant]*

Dated on _____day of _____, _____ *[insert date 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 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 the provision of Services from that country or any payments to persons or entities in that country.

BILL OF QUANTITIES

PREAMBLES TO SCHEDULE OF QUANTITIES

1. The General Conditions of Contract together with the Specifications, Special Provisions and the Drawings shall be read in conjunction with the Schedule of Quantities and in so far as they have any bearing shall be referred to for details of the description, quality, and the provision of the service, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract.

The cost of complying with all conditions, obligations and liabilities described in the General Conditions of Contract, Specification and Project requirements and Particular requirements and Particular Specifications and in the Schedule of Quantities, including all overhead charges and profit, costs and expenses that may be required in and for carrying out the service as shown on the drawings shall be deemed to be spread over and included in the prices or sums stated by the Contractor in the Schedule of Quantities.

2. Each item shall be priced and extended to the Amount column by the bidder with the exception of the items for which a rate only is required, or which already have Provisional Sums attached thereto. If the bidder omits to price any items in the Schedule of Quantities, then the cost of such items shall be held to be spread over and included in the prices given on other items of work/service.

3. The units of measurement described in the Schedules of Quantities are metric units. Abbreviations used in the Schedule are as follows: -

km =kilometre
No. = number
hr = hour

All rates and sums of money quoted in the Schedule of Quantities shall be in Emalangeni.
4. In the event of errors of extension or addition in the priced schedule of Quantities, the rates quoted will be taken as correct.

A. Bill of Quantities (BoQ)

SECTION A					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 12 MONTHS SZL**
	SECTION 1: PRELIMINARY AND GENERAL ITEMS				
	Fixed Charge Items				
1.1	Contractual requirements	Months	12		-
1.2	Company and back office overhead costs for the duration of the Contract	Months	12		
1.3	Contract Manager	Months	12		
1.4	Operations Manager	Months	12		
1.5	Human Resources (HR) & Compliance Manager	Months	12		-
Total Carried Forward (A) year 1					-

SECTION B LUSIP					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 2: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR LUSIP 2 POSTS				
2.1	Security Supervisor (day, night)	No.	4		-
2.2	Uniformed Security Officer with baton	No.	55		-
2.3	Uniformed Security Officer	No.	10		-
2.4	Lubovane Dam raids (2xweek)	No.	104		-
2.5	Two-way radios service	No.	31		-
2.6	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (B) year 1					-

SECTION C KHOLWANE					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 3: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR KHOLWANE OFFICE				
3.1	Security Supervisor (day, night)	No.	2		-
3.2	Uniformed Security Officer with baton	No.	2		-
3.3	Two-way radios service	No.	1		-
3.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (C) year 1					-

SECTION D HLUSHWANA					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 12 MONTHS SZL**
	SECTION 4: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HLUSHWANA OFFICE				
4.1	Security Supervisor (day, night)	No.	2		-
4.2	Uniformed Security Officer with baton	No.	2		-
4.3	Two-way radios service	No.	1		-
4.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (D) year 1					-

SECTION E HEAD OFFICE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 12 MONTHS SZL**
	SECTION 5: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HEAD OFFICE				
5.1	Security Supervisor (day, night)	No.	2		-
5.2	Uniformed Security Officer with baton	No.	2		-
5.3	Two-way radios service	No.	1		-
5.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (E) year 1					-

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 6: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR EWADE CEO				
6.1	Executive Protection (EP) Specialist (day, night)	No.	1		-
6.2	Uniformed Security Officer (Armed with firearm 1 day & 2 Night) CEO Resident	No.	3		-
6.3	Transport for Executive Protection (EP) Specialist (day, night)	Monthly	12		-
6.4	Transport for supervision, deployment and emergency response	Monthly	12		-
					-
Total Carried Forward (F) year 1					-

SECTION G PARADISE FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 7: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR PARADISE FARM				
7.1	Mobilization of Team to Site	Sum	1		-
7.2	Uniformed Security Officer (Armed with firearm 1 day & 2 Night)	No.	3		-
7.3	Uniformed Security Officer with baton (3 day & 3 Night)	No.	6		-
7.4	Transport for supervision, deployment and emergency response	Monthly	3		-
7.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (G) year 1					-

SECTION H GEGE FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM				
8.1	Mobilization of Team to Site	Sum	1		-
8.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
8.3	Uniformed Security Officer with baton (2 day & 3 Night)	No.	5		-
8.4	Transport for supervision, deployment and emergency response	Monthly	3		-
8.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (H) year 1					-

SECTION I MALKERNS FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 9: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR MALKERNS FARM				
9.1	Mobilization of Team to Site	Sum	1		-
9.2	Uniformed Security Officer (Armed with firearm 2 day & 3 Night)	No.	5		-
9.3	Uniformed Security Officer with baton (4 day & 4 Night)	No.	8		-
9.4	Transport for supervision, deployment and emergency response	Monthly	3		-
9.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (I) year 1					-

SECTION J BUSELENI FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 10: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR BUSELENI FARM				
10.1	Mobilization of Team to Site	Sum	1		-
10.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
10.3	Uniformed Security Officer with baton (3 day & 4 Night)	No.	7		-
10.4	Transport for supervision, deployment and emergency response	Monthly	3		-
10.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (J) year 1					-

ITEM	DESCRIPTION	TOTAL (E)
	YEAR 1: SUMMARY	
1	SECTION 1: PRELIMINARY AND GENERAL ITEMS	
2	SECTION 2: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR LUSIP 2 POSTS	
3	SECTION 3: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR KHOLWANE OFFICE	
4	SECTION 4: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HLUSHWANA OFFICE	
5	SECTION 5: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HEAD OFFICE	
6	SECTION 6: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR CEO	
7	SECTION 7: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR PARADISE FARM	
8	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM	
9	SECTION 9: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR MALKERNS FARM	
10	SECTION 10: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR BUSELENI FARM	
11	TOTAL VALUE OF SERVICES	
12	15% VALUE ADDED TAX (VAT)	
13	TOTAL CARRIED TO OVERALL SUMMARY	

SECTION A					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 12 MONTHS SZL**
	SECTION 1: PRELIMINARY AND GENERAL ITEMS				
	Fixed Charge Items				
1.1	Contractual requirements	Monthly	12		-
1.2	Company and back office overhead costs for the duration of the Contract	Monthly	12		
1.3	Contract Manager	Monthly	12		
1.4	Operations Manager	Monthly	12		
1.5	Human Resources (HR) & Compliance Manager	Monthly	12		-
Total Carried Forward (A) year 2					-

SECTION B LUSIP					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 2: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR LUSIP 2 POSTS				
2.1	Security Supervisor (day, night)	No.	4		-
2.2	Uniformed Security Officer with baton	No.	55		-
2.3	Uniformed Security Officer with Firearms	No.	10		-
2.4	Lubovane Dam raids (2xweek)	No.	104		-
2.5	Two-way radios service	No.	31		-
2.6	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (B) year 2					-

SECTION C KHOLWANE					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 3: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR KHOLWANE OFFICE				
3.1	Security Supervisor (day, night)	No.	2		-
3.2	Uniformed Security Officer with baton	No.	2		-
3.3	Two-way radios service	No.	1		-
3.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (C) year 2					-

SECTION D HLUSHWANA					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 4: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HLUSHWANA OFFICE				
4.1	Security Supervisor (day, night)	No.	2		-
4.2	Uniformed Security Officer with baton	No.	2		-
4.3	Two-way radios service	No.	1		-
4.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (D) year 2					-

SECTION E HEAD OFFICE					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 5: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HEAD OFFICE				
5.1	Security Supervisor (day, night)	No.	2		-
5.2	Uniformed Security Officer with baton	No.	2		-
5.3	Two-way radios service	No.	1		-
5.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (E) year 2					-

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 6: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR EWADE CEO				
6.1	Executive Protection (EP) Specialist (day, night)	No.	1		-
6.2	Uniformed Security Officer (Armed with firearm 1 day & 2 Night) CEO Resident	No.	3		-
6.3	Transport for Executive Protection (EP) Specialist (day, night)	Monthly	12		-
6.4	Transport for supervision, deployment and emergency response	Monthly	12		-
					-
Total Carried Forward (F) year 2					-

SECTION G PARADISE FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 7: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR PARADISE FARM				
7.1	Mobilization of Team to Site	Sum	1		-
7.2	Uniformed Security Officer (Armed with firearm 1 day & 2 Night)	No.	3		-
7.3	Uniformed Security Officer with baton (3 day & 3 Night)	No.	6		-
7.4	Transport for supervision, deployment and emergency response	Monthly	3		-
7.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (G) year 2					-

SECTION H GEGE FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM				
8.1	Mobilization of Team to Site	Sum	1		-
8.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
8.3	Uniformed Security Officer with baton (2 day & 3 Night)	No.	5		-
8.4	Transport for supervision, deployment and emergency response	Monthly	3		-
8.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (H) year 2					-

SECTION I MALKERNS FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 9: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR MALKERNS FARM				
9.1	Mobilization of Team to Site	Sum	1		-
9.2	Uniformed Security Officer (Armed with firearm 2 day & 3 Night)	No.	5		-
9.3	Uniformed Security Officer with baton (4 day & 4 Night)	No.	8		-
9.4	Transport for supervision, deployment and emergency response	Monthly	3		-
9.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (I) year 2					-

SECTION J BUSELENI FARM					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 3 MONTHS SZL**
	SECTION 10: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR BUSELENI FARM				
10.1	Mobilization of Team to Site	Sum	1		-
10.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
10.3	Uniformed Security Officer with baton (3 day & 4 Night)	No.	7		-
10.4	Transport for supervision, deployment and emergency response	Monthly	3		-
10.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (J) year 2					-

ITEM	DESCRIPTION	TOTAL (E)
	YEAR 2: SUMMARY	
1	SECTION 1: PRELIMINARY AND GENERAL ITEMS	
2	SECTION 2: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR LUSIP 2 POSTS	
3	SECTION 3: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR KHOLWANE OFFICE	
4	SECTION 4: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HLUSHWANA OFFICE	
5	SECTION 5: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HEAD OFFICE	
6	SECTION 6: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR CEO	
7	SECTION 7: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR PARADISE FARM	
8	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM	
9	SECTION 9: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR MALKERNS FARM	
10	SECTION 10: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR BUSELENI FARM	
11	TOTAL VALUE OF SERVICES	
12	15% VALUE ADDED TAX (VAT)	
13	TOTAL CARRIED TO OVERALL SUMMARY	

SECTION A					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 12 MONTHS SZL**
	SECTION 1: PRELIMINARY AND GENERAL ITEMS				
	Fixed Charge Items				
1.1	Contractual requirements	Monthly	12		-
1.2	Company and back office overhead costs for the duration of the Contract	Monthly	12		
1.3	Contract Manager	Monthly	12		
1.4	Operations Manager	Monthly	12		
1.5	Human Resources (HR) & Compliance Manager	Monthly	12		-
Total Carried Forward (A) year 3					-

SECTION B LUSIP					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 2: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR LUSIP 2 POSTS				
2.1	Security Supervisor (day, night)	No.	4		-
2.2	Uniformed Security Officer with baton	No.	55		-
2.3	Uniformed Security Officer with Firearms	No.	10		-
2.4	Lubovane Dam raids (2xweek)	No.	104		-
2.5	Two-way radios service	No.	31		-
2.6	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (B) year 3					-

SECTION C KHOLWANE					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 3: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR KHOLWANE OFFICE				
3.1	Security Supervisor (day, night)	No.	2		-
3.2	Uniformed Security Officer with baton	No.	2		-
3.3	Two-way radios service	No.	1		-
3.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (C) year 3					-

SECTION D HLUSHWANA					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 12 MONTHS SZL**
	SECTION 4: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HLUSHWANA OFFICE				
4.1	Security Supervisor (day, night)	No.	2		-
4.2	Uniformed Security Officer with baton	No.	2		-
4.3	Two-way radios service	No.	1		-
4.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (D) year 3					-

SECTION E HEAD OFFICE					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 5: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HEAD OFFICE				
5.1	Security Supervisor (day, night)	No.	2		-
5.2	Uniformed Security Officer with baton	No.	2		-
5.3	Two-way radios service	No.	1		-
5.4	Transport for supervision, deployment and emergency response	Month	12		-
Total Carried Forward (E) year 3					-

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 12 MONTHS SZL
	SECTION 6: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR EWADE CEO				
6.1	Executive Protection (EP) Specialist (day, night)	No.	1		-
6.2	Uniformed Security Officer (Armed with firearm 1 day & 2 Night) CEO Resident	No.	3		-
6.3	Transport for Executive Protection (EP) Specialist (day, night)	Monthly	12		-
6.4	Transport for supervision, deployment and emergency response	Monthly	12		-
					-
Total Carried Forward (F) year 3					-

SECTION H GEGE FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM				
8.1	Mobilization of Team to Site	Sum	1		-
8.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
8.3	Uniformed Security Officer with baton (2 day & 3 Night)	No.	5		-
8.4	Transport for supervision, deployment and emergency response	Monthly	3		-
8.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (H) year 3					-

SECTION H GEGE FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM				
8.1	Mobilization of Team to Site	Sum	1		-
8.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
8.3	Uniformed Security Officer with baton (2 day & 3 Night)	No.	5		-
8.4	Transport for supervision, deployment and emergency response	Monthly	3		-
8.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (H) year 3					-

SECTION I MALKERNS FARM					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE/MONTH SZL	TOTAL COST FOR 3 MONTHS SZL
	SECTION 9: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR MALKERNS FARM				
9.1	Mobilization of Team to Site	Sum	1		-
9.2	Uniformed Security Officer (Armed with firearm 2 day & 3 Night)	No.	5		-
9.3	Uniformed Security Officer with baton (4 day & 4 Night)	No.	8		-
9.4	Transport for supervision, deployment and emergency response	Monthly	3		-
9.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (I) year 3					-

SECTION J BUSELENI FARM					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE/MONTH SZL**	**TOTAL COST FOR 3 MONTHS SZL**
	SECTION 10: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR BUSELENI FARM				
10.1	Mobilization of Team to Site	Sum	1		-
10.2	Uniformed Security Officer (Armed with firearm 1 day & 1 Night)	No.	2		-
10.3	Uniformed Security Officer with baton (3 day & 4 Night)	No.	7		-
10.4	Transport for supervision, deployment and emergency response	Monthly	3		-
10.5	De-mobilization of Team to off - Site	Sum	1		-
Total Carried Forward (J) year 3					-

ITEM	DESCRIPTION	TOTAL (E)
	YEAR 3: SUMMARY	
1	SECTION 1: PRELIMINARY AND GENERAL ITEMS	
2	SECTION 2: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR LUSIP 2 POSTS	
3	SECTION 3: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR KHOLWANE OFFICE	
4	SECTION 4: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HLUSHWANA OFFICE	
5	SECTION 5: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR HEAD OFFICE	
6	SECTION 6: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR CEO	
7	SECTION 7: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR PARADISE FARM	
8	SECTION 8: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR GEGE FARM	
9	SECTION 9: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR MALKERNS FARM	
10	SECTION 10: SECURITY PERSONNEL EQUIPMENT AND TRANSPORT SERVICES FOR BUSELENI FARM	
11	TOTAL VALUE OF SERVICES	
12	15% VALUE ADDED TAX (VAT)	
13	TOTAL CARRIED TO OVERALL SUMMARY	

OVERALL SUMMARY (YR 1, YR 2 &YR 3)

ITEM	DESCRIPTION	TOTAL (E)
	SUMMARY	
1	**Year 1**	
2	**Year 2**	
3	**Year 3**	
4	**TOTAL VALUE OF SERVICES (Year 1+ Year 2+ Year 3)**	

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Security Services

These conditions amplify and supplement the General Conditions governing this Contract. Unless the Special Conditions provide otherwise, the General Conditions of the tender remain fully applicable. These Special Conditions supplement the General Conditions of the tender and Specifications. Where any part of the General Conditions of Contract or Specifications conflict with the Special Conditions, the Special Conditions shall take precedence and govern except where modified by the Special Conditions below.

Clause 1 Language of the Contract

The language used shall be English.

Clause 2 Communication

Contact: Eswatini Water and Agricultural Development Enterprise (EWADE) Siphofaneni Offices
P. O. Box 198
Siphofaneni
Eswatini
Telephone +268 2344 1671/2/3
Fax: +268 2344 1665

Supervisor and Supervisor's Representative

Contact…….

Address: ESWATINI Water and Agricultural Development Enterprise (EWADE)
Siphofaneni Offices
P. O. Box 198
Siphofaneni
Eswatini
Telephone +268 2344 1671/2/3
Fax: +268 2344 1665

The Contractor is:

_____

Clause 3 Supervisor and Supervisor's representative

The Project supervisor shall have power to give instructions for:

(a) any variation to the services after prior consultation with the Contracting Authority;
(b) carrying out any investigation;

All the information and/or orders issued by the Supervisor to the Contractor e.g. (Variation Orders, Site Instructions, Transmittal Notes) must be in writing.

Clause 4 Subcontracting

The Contractor shall request to the Contracting Authority the authorisation to subcontract.

The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors.

The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

Clause 5 Documents to be provided

(1) Tender Drawings

The Drawings as listed in this section and hereinafter referred to as Tender Drawings, show the extent of the scope of the work/service to be performed by the Contractor.

Clause 6 Performance guarantee

Performance Guarantee is not required.

Clause 7 Liabilities and Insurance

Unless specific exemption is issued by the Minister of Finance, insurances required under these clauses shall be taken out only with an insurer approved by the Financial Services Regulatory Authority

In addition to the requirements in this document the Contractor shall comply with the requirements;

(i) ESWATINI Workmen's Compensation (Amendment) Order 1983 or subsequent legislation in respect of statutory insurance for accident or injury to employees. (ii) Industrial Relations Act of 1980

(iii) The Wages Act of 1964
(iv) Criminal Procedure and Evidence Act 67 of 1938
(v) Occupational Safety and Health Act 9 of 2001
(vi) The Employment Act of 1980

Clause 8 Sufficiency of tender prices

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and of the rates and prices stated in the bills of quantities or price schedule which shall, except in so far as it is otherwise provided in the contract, cover all its obligations under the contract.

Clause 9 Period of implementation of tasks

The period of implementation of the tasks is 3 years.

Clause 10 Inspection and Investigations

The Project Supervisor or his representative shall regularly inspect all the site to ensure compliance to specifications. Inspections will be accompanied with inspection reports which will be submitted to EWADE on a weekly basis.

Monthly reports will be submitted monthly attached to the invoice.

Clause 11: General principles for payments

Payments shall be made in Emalangeni. The Contractor shall submit all applications for payment to the …….or Supervisor's Representative in one original and in a format acceptable to the Contracting Authority. The Contractor shall submit invoices for the relevant application for payment. No payment will be made without the monthly report. The monthly report will have an introduction, objectives, parade sheet (staff), incidents, recommendations and conclusions.

Clause 12 Pre-financing

Pre-financing is not possible.

Clause 13 Price revision

Unit prices shall be fixed and shall not be revised.

Clause 14 Measurement

This is a unit-price contract.

Clause 15 Interim payments

Applications for interim payment shall be submitted at least every month according to the schedule of rates as per this document.

Clause 16 Conditions of Employment of Labour

The Contractor shall, in respect of all persons employed anywhere by him in the execution of the Contract, and further in respect of all persons employed by him otherwise than in the execution of the Contract in every office, workshop or place occupied or used by him for the execution of the contract, observe and fulfil the following conditions:

a) The rates and conditions set out in the ESWATINI Regulation of Wages for the Security Industry or any superseding Legal Notice shall apply.

b) The Contractor shall pay rates of wages and observe hours and conditions of labour in accordance with any statute, Rule or Act as shall be applicable during the duration of the Contract.

c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade or industry in which the Contractor is engaged, prevent the Contractor observing rates of wages, hours and conditions of labour ascertaining under sub-clause (b) above, the Contractor shall agree rates of wage, hours and conditions of labour of employees with the Labour Commissioner.

d) The Contractor shall maintain adequate records in English of the times worked by, and the wages paid to his employees, to show that he is complying with the requirements of this Clause.

e) The Contractor shall at all time during the contingency of the Contract display for the information of his employees in every place occupied or used by him for the execution of the Contract, a notice setting out the general rates of wages, hours and conditions of his employees.

f) The Contractor shall be responsible for the observance of this Clause by subcontractors employed in the execution of the contract and shall if required, notify the Employer of the names and addresses of all such sub-contractors.

Clause 17 Breach of Fair Wages

Any Contractor or sub-contractor who is found to be in breach of Fair Wages Clause shall cease to be approved as a Contractor or sub-contractor for any further contracts.

Should a claim be made to the Employer alleging the contractor's default in payment of Fair Wages of any workman employed on the contract and if proof thereof, satisfactory to the Employer or his Agent or furnished by the Labour Department, the Employer may, failing payment by the Contractor, pay the claims out of any moneys due or which may become due to the Contractor under the Contract.

Clause 18 Festivals and Religious Customs

The Contractor shall in all dealings with labour in his employ have due regard to all recognised festivals, days of rest, and religious or other customs.

Clause 19 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Clause 20 Breach of Contract

Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies: a) damages; and/or

b) termination of the contract.

Damages may be either: a)
general damages; or

b) liquidated damages.

Should the Contractor fail to perform any of its obligations in accordance with the provisions of the contract, the Contracting Authority is without prejudice to its right be entitled to the following remedies: a) suspension of payments; and/or

b) reduction or recovery of payments in proportion to the failure's extent.

Where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor.

Clause 21 Disorderly Conduct, ETC

The Contractor shall at all times, take all reasonable, precautions to prevent any unlawful, riotous or disorderly conduct, by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the designated sites of duty against the same.

Clause 22 Contractors Superintendence

The following conditions shall also apply to the Contractor's Superintendence: -

a) All superintending personnel shall be able to read, write and speak English fluently.

b) All Senior Staff will be subject to the Employer's approval.

c) If and when any of the Contractor's employees other than those mentioned in subclause (a) above do not properly understand or speak English language, the Contractor shall provide such necessary means of interpretation as will enable instructions to be issued without ambiguity.

Clause 23 Settlement of Dispute

The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them, or between the Supervisor and the Contractor.

Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person.

Clause 24 Termination by Contracting Authority

Subject to any other provision of these Special Conditions the Contracting Authority may, by giving seven days' notice to the Contractor, terminate the contract and expel the Contractor from the site in any of the following cases where;

a) the Contractor is in serious breach of contract for failure to perform its contractual obligations;

b) the Contractor fails to comply within a reasonable time with the notice given by the Supervisor requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;

c) the Contractor refuses or neglects to carry out any administrative orders given by the
Supervisor;

d) the Contractor assigns the contract or sub-contracts without the Authorisation of the
Contracting Authority;

e) the Contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulation relevant to that
Contractor;

f) the Contractor fails to provide the required insurance

g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

h) it has been established by a final judgment or a final administrative decision or by proof in possession of the Contracting Authority that the Contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or has committed an irregularity;

i) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud;

Clause 25 Termination by Contractor

The Contractor may, by giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:

a) fails for more than 120 days to pay the Contractor the amounts due under any certificate issued by the Supervisor after the expiry of the time limit stated in Article 44.3; or

b) consistently fails to meet its obligations after repeated reminders; or

c) suspends the progress of the services or any part thereof for more than 180 days for reasons not specified in the contract, or not attributable to the Contractor's breach or default.

Clause 26 Force Majeure

Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arises after the date of notification of award or the date when the contract becomes effective.

The term force majeure, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions.

Clause 27 Arbitration

ESWATINI Laws of arbitration shall apply. Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Eswatini.

5 SERVICE SPECIFICATION AND PARTICULAR SPECIFICATIONS

SERVICE AND SITES SPECIFICATION PART 1

PS 1. **GENERAL REQUIREMENTS**.

This services specification supplements the attached General and Special Conditions, Specifications and Drawings. However, in the case of conflict with any part or parts of the said Specifications or Drawings, the said services Specification shall take precedence and shall govern.

PS 2. **SCOPE OF CONTRACT**.

The contract is for the provision of professional security services at the various sites and EWADE offices at LUSIP, for a period of 3 years. These are located in Siphofaneni area, Lubombo region and any other area the Client may assign (See "Details of Contract" below).

PS 3. **DESCRIPTION OF SITE AND ACCESS**.

The area is accessed through Siphofaneni via the MR15 (Manzini – Lavumisa Road), MR25, and D50 roads.

PS 5. **DETAILS OF CONTRACT.**

The purpose of this tender is to appoint a professional security company to provide manned security services at the following sites and offices, for a period of three (3) years

(a) 24 hours/day, daily at the following sites:

LUSIP SECURITY SERVICES SHIFT

POST	Year 1	Year 2	Year 3
LUSIP 2 Ndzevane Office: 1 day & 1 Night	2	2	2
Lubovane Gate: 1 day & 1 Night	2	2	2
Damsite Village: 1 Day & 2 Night	3	3	3
Damsite Workshop: 1 Day & 1 Night	2	2	2
Mhlathuze Wall: 1 Day &1 Night	2	2	2
Mhlathuze Valve: 1 Day &1 Night	2	2	2

Golome Wall: 1 Day &1 Night	2	2	2
Golome Valve: 1 Day &1 Night	2	2	2
Mphaphati sand trap: 1 Day & 1 Night	2	2	2
Mphaphati Pump House: 1 Day & 1 Night	2	2	2
Mphaphati gate: 1 Day & 1 Night	2	2	2
LUSIP 1 Canal (Siphon): 1 Day & 2 Night (Armed)	3	3	3
LUSIP 1 Canal (Lomdashi Stretch): 1 Day & 2 Night (Armed)	3	3	3
LUSIP 2 Canal (2 posts): (1 Day & 1 Night for 2 posts)	4	4	4
LUSIP 2 SDS Pump Stations (11 posts): (1 Day & 1 Night for 11 posts)	22	22	22
LUSIP 2 PWSS (4 Post): 1 Night	4	4	4
LUSIP 1 PWSS (3 Post): 1 Night	3	3	3
Total LUSIP	**62**	**62**	**62**

KHOLWANE SECURITY SERVICES SHIFT

Post	**Year 1**	**Year 2**	**Year 3**
Security Supervisor (day, night)	2	2	2
Uniformed Security Officer with baton (day, night)	2	2	2
Total	**4**	**4**	**4**

HLUSHWANE SECURITY SERVICES SHIFT

Post	**Year 1**	**Year 2**	**Year 3**
Security Supervisor (day, night)	2	2	2
Uniformed Security Officer with baton (day, night)	2	2	2
Total	**4**	**4**	**4**

HEAD OFFICE SECURITY SERVICES SHIFT

Post	Year 1	Year 2	Year 3
Uniformed Security Officer with baton 1 day & 2 night	3	3	3
Total	**3**	**3**	**3**

BODY GUARDING & SECURITY SERVICES SHIFT - MANZINI

Post	Year 1	Year 2	Year 3
Uniformed Security Officer 1 day & 2 night	3	3	3
Total	**3**	**3**	**3**

VIP PROTECTION – MANZINI

Post	Year 1	Year 2	Year 3
Non-Uniformed Security Officer (rotational basis) 24 hrs – (officers to be on rotational basis)	2	2	2
Total	**2**	**2**	**2**

Note:

- some of the canal servitude posts are to be armed with a semi-automatic street sweeper or equivalent. All other posts are unarmed but should have a baton and other security add-ons relevant for each post.
- Successfully bidder awarded this contract must absorb and retain the current security guards responsible for protecting the CEO and his residence.
- Post – Involving Body guarding – 2 officers (for relief)
- The service provider must maintain operational flexibility regarding security personnel for the Paradise, Gege, Malkerns, and Buseleni farms. Resources will be deployed or stood down dynamically based on on-site requirements.

b. SERVICE AND SITE SPECIFICATION PART 2

SPECIFIC TASKS (SCOPE)

- Provide general guarding, access control and patrol services for crime prevention. Armed personnel to be provided at specific posts as outlined above.

- All canal posts must be secured with armed Rangers. All other posts must be provided with un-armed personnel.
- Guard and protect for 12 to 24 hours, the buildings and assets of EWADE at its appointed offices, residences and sites as specified above.
- Guard and protect EWADE assets and properties as may be required from time to time over the period of contract;
- Develop and maintain a register of all visitors visiting the various Sites and Offices from time to time;
- Develop and maintain register of all persons driving out of designated parking lots and/or requiring use of EWADE vehicles outside of official working hours;
- Request proof of authority from all persons requiring the use of EWADE vehicles outside of normal working hours;
- Provide the incident report(s) to EWADE in writing for incident or accident occurred at appointed sites of responsibility; and Report criminal cases to the local police station on behalf of EWADE.
- Inspect the posts (Supervisor) and develop a weekly inspection report with evidence that the site was visited. All sites to have observation books.
- Draft a monthly report to be submitted with the invoice. No payment will be performed without the monthly report.
- Report any suspicious incidents and/or movements at or around the various sites immediately, or not later than 24 hours thereafter.
- Take all measures necessary and legally permissible to protect and prevent theft, fire, damage or vandalism to buildings, equipment, and assets and any other property and fixtures within and/or around designated Sites and Offices as may be necessary, including random search and inspection of all vehicles and persons entering or leaving designated premises.
- Take all necessary measures to prevent the introduction of dangerous and/or prohibited items to EWADE offices and designated Sites.
- Attend all contract progress meetings to be held at the Damsite Offices at the end of the month.
- Ensure all visitors and residents sign the indemnity form. This includes but not limited to those who had come for fishing, dam visits and Khekheleza and any other sites that has been found to be risky and needs control.
- Conduct raids on the Lubovane Dam twice a week and remove boats that are illegally launched and are navigating LUSIP waters without permission/payment and proceed open a case with the local police station on behalf of EWADE. Boats will be released once the case is closed with the courts. All boats/person contravening the Lubovane Recreational Guidelines must be removed and prosecuted. Lubovane
- Dam Weekly Boat raids (Twice a week – will depend on the risks and observations made). The boat to be provided by the firm and it must have enough horsepower to tow another boat out of the Dam. This activity will be carried out by the two (2) Supervisors and two (2) guards from the valves houses (Golome and Mhlatuze).
- Guards should show high levels of professionalism in terms of presentation and treatment of the client and stakeholders.

Deviation from the above will attract the following:

- The firm will replace stolen items from the client's environs at their own cost.
- Guards should be sober, alert (not asleep) and should have enough gear to all weather conditions. Guards that do not meet the aforementioned conditions will have to vacate post

PS 6. **DRAWINGS.**

(See Appendix B).

PS 7. **FACILITIES FOR OTHER CONTRACTORS AND RELEVANT AUTHORITIES.**

The Contractor shall in accordance with the requirements of the Employer afford all reasonable facilities to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any properly authorised person, authority or statutory body who may be employed in the execution on or near the Site, of any work not included in the Contract, or of any Contract which the Employer may enter into in connection with or ancillary to the services.

PS 8. **OFFICIAL WORKING HOURS.**

Normal working hours for EWADE shall be from 07H30 to 16H30 hours on Monday to Thursdays, and 07H30 to 15H30 on Fridays. A minimum 12-hour notice should be given should the contractor require contacting and/or meeting the employer at any times outside the above.

PS 9. **SITE FACILITIES AVAILABLE.**

The contractor must make his own arrangements for staff accommodation and parking facilities, if so required.

PS10. **DELIVERY PROGRAMME.**

The time allowed for this contract is 3 (three) years.

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 of Contract
	The Procurement Reference Number is: EWADE/0794
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Tender Document.
GCC 1.2(k)	**Member in Charge:** The Member in Charge is: .....
GCC 4.1(f)	**Contract Documents**: Other documents forming part of the contract are: • **Technical Tender** • **Financial Tender** • **Letter of award and acceptance**
GCC 4.4	**Authorised Representatives:** The Authorised Representatives are: for the Procuring Entity: The Chief Executive Officer for the Tenderer: ……
GCC 5.1	**Law:** The Contract shall be governed by the Laws of Eswatini.
GCC 7.1	**Notices:** The addresses for Notices are: for the **Procuring Entity**: Physical Address: EWADE Head Office Town/City: Siphofaneni (MR8) P. O. Box No: 5836 Mbabane Country: Eswatini Telephone: 24118600 Email: Tender@ewade.co.sz For the **Tenderer** Physical Address: ..... Town/City: ..... P. O. Box No: ..... Country: ..... Telephone: ..... Email: .....
GCC 8.1	**Commencement:** The Period within which the Services shall have commenced is: ……
GCC 17.2	**Dispute settlement:** Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.

GCC clause reference	Special Conditions of Contract
GCC 18.1	**Completion of the Services:** The Period within which the Services shall have been completed following commencement of the Services is: …….
GCC 19.5(c)	**Further Assistance:** The Procuring Entity shall provide the following further assistance:
GCC 20.1	**Counterpart Staff:** Counterpart Staff ..... be provided
GCC 21.2	**Payment currencies:** Payments shall be made in the currency or currencies of the contract price. The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial Tender opening
GCC 22.1	**The Contract is** a ……...
GCC 24.1	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: Approved reports.
GCC 25.1	**Payment Schedule:** The payment schedule shall be: .....
GCC 26.1	**Advance Payment Guarantee:** An Advance Payment Guarantee ..... required. The period of validity of the Advance Payment Guarantee shall be: .....
GCC 27.1	**Payment Period:** Payment shall be made by the Procuring Entity within 35 days of receipt and certification of the invoice accompanied by supporting documents.
GCC 31.5	**Additional provisions:** The additional provisions for Personnel time are: .....
GCC 32.1	**Price variation:** The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	**Taxes and duties:** The Tenderer shall bear and pay all taxes, duties, and levies imposed on the Tenderer, by all municipal, state or national government authorities:
GCC 34.5(c)	**The Procuring Entity's prior approval:** The Procuring Entity's prior approval is also required for: • Subcontracting to a third party. • Change in key professional staff • Making substantial design changes • Exceeding project budget limits

GCC clause reference	Special Conditions of Contract
GCC 36.1	**Joint Venture requirements:** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 38.3(b)	**Additional activities prohibited:** The following activities are prohibited:
GCC 39.3	**Total Liability:** The total liability under the Contract shall be the total contract value.
GCC 40.1	**Insurance taken out by Tenderer:** The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 44.1	**Restrictions on the use of Deliverables:** The future use of deliverables are restricted as follows:
GCC 47.2	**Personnel entitlements:** The Key Personnel shall be entitled to payment for: .....

Section 9. Contract Forms

Table of Contract Forms

Agreement **109**

Agreement

For Lump Sum/Time Based Contracts

This Agreement is made this……. day of the month of …… between …… of …….. (hereinafter called the "Procuring Entity") and …….. of …… hereinafter called the "Tenderer").

WHEREAS

(a) the Procuring Entity has requested the Tenderer to provide certain consultancy services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Tenderer having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto agree as follows:

1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.

2. The mutual rights and obligations of the Procuring Entity and the Tenderer shall be as set forth in the Contract, in particular:
   (a) The Tenderer shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Procuring Entity shall pay the Tenderer 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (Authorized Representative of the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (Authorized Representative of the Tenderer)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Appendices

APPENDIX A STATEMENT OF REQUIREMENTS

[Detailed descriptions of the Services to be provided, dates for completion of tasks, location of tasks, etc.]

APPENDIX B KEY PERSONNEL AND SUB-CONTRACTOR

B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).

B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Eswatini). (Section 4 Table 4.1.5)

B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.

B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]

B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.7). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 48.

APPENDIX C BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

C.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :

C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).

C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)

C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX D BREAKDOWN OF CONTRACT PRICE IN ESWATINI LILANGENI

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

D.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (S. 4 Table 4.2.2)

D.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).

D.3. Breakdown of Reimbursable expenditures (Section 4 Table 4.2.4)

D.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5). This appendix will exclusively be used for determining remuneration for additional services.