INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

TENDER NO. 5 OF 2026/2027

OCTOBER 2026

LAVUMISA TOWN BOARD
P.O.BOX 6
LAVUMISA, ESWATINI

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INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

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INVITATION FOR TENDER

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

TENDER NO.: TENDER NO. 5 OF 2026/2027

Tender Invitation:

The Lavumisa Town Board is inviting tenders from suitable qualified local contractors (CIC Category E2 and Esc-4) for **INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST**

1. **Scope of Works:**
   Installation of 1No. 30m Electricity Powered High Mast.
2. **Compulsory pre-tender briefing/Compulsory Site Meeting.**
   Prospective Tenderers are to meet at the Lavumisa Town Board offices at **11:00 am on Friday,13th November 2026** for compulsory pre-tender briefing.

3. Tender Documents may be downloaded from ESPPRA website or obtained from:
   Lavumisa Town Board
   P.O. Box 6, Lavumisa
   From **the 26th October 2026** upon payment of a non-refundable fee of **E500-00** payable at the Lavumisa Town Board office. OR
   Account Name: Lavumisa Town
   Board Bank Name: Standard Bank
   (Big Bend Branch)
   Account Number: 9110000629459 Branch **code: 660-564**
   Ref: Tender No. & Company name

4. **Pre- Qualification:**
   Signed and complete tenders must be accompanied by the following:
   - ✓ Completed Form of Offer
   - ✓ Completed Tender Forms
   - ✓ Original General Receipt (E500-00)
   - ✓ Certified copy of a Valid Trading License (
   - ✓ Certified copy of a Valid Construction Council Industry Registration Certificate
   - ✓ Original and Valid Tax Compliance Certificate
   - ✓ Certified copy of Valid Labor Compliance Certificate

- ✓ Certified copy of Valid ENPF Certificate
- ✓ Form J
- ✓ Form C
- ✓ Valid Police Clearance Certificate
- ✓ Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- ✓ Refundable tender security of E7, 000-00 in a form of a bank guaranteed cheque from a reputable local bank or Tender Bond from a registered insurance company. **NO "LETTER OF INTENT SHALL" BE ACCEPTED.**

5. All above documents to be sealed with the tender document in an envelope marked **TENDER NO: TENDER NO. 5 OF 2026/2027** must be submitted to:

   Lavumisa Town Board

   P O Box 6

   Lavumisa

6. **Tender Submission Closing Date:**

   The closing date is **Monday 30 November 2026 at 12:00 noon**, wherein the tenders will then be publicly opened.

7. **General Information:**

7.1 Any attempt to influence the tender procedure will lead to disqualification of the tender bid;

7.2 Late, telegraphic or emailed tenders shall not be accepted;

7.3 Council does not bind itself to accept the lowest or any tender.

SECTION 2

CONDITION OF TENDER AND INSTRUCTION TO TENDERERS

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

TENDER NO.: TENDER NO. 5 OF 2026/2027

A. GENERAL

1. SCOPE OF TENDER

1.1. The Works are described in the Project Specification.

1.2. The successful Tenderer will be expected to complete the respective Works by the intended Completion Date specified in the Contract Data.

2. COMPLIANCE WITH INSTRUCTIONS

2.1. The Tenderer shall carefully examine all instructions, conditions, forms, terms, specifications in the tender documents. The Tenderer shall be solely responsible for meeting the requirements of the tender and for any omission or errors in his responses. Failure to furnish all information required by the tender or the submission of a tender, which is not responsive to the tender in every respect, will be at the Tenderer's own risk and may result in rejection of his tender.

3. ADDRESS

3.1. Each Tenderer shall, within seven (7) days of the date of collecting the Tender Documents, give to the Engineer the Email address of his office at which notices may be validly served upon him.

4. NOTICES

4.1. Every notice to be served on a Tenderer will be sent by Email to the Tenderer's address given in accordance with Clause 3 above and such posting shall be deemed good service of such notice.

5. ONE TENDER PER TENDERER

5.1. Each Tenderer shall submit only one tender, either individually or as a partner in a joint venture. A Tenderer who submits or participates in more than one tender (other than as a subcontractor in cases of alternatives, which have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

6. COST OF TENDERING

6.1. The costs associated with the preparation and submission of the tender shall be at the Tenderer's expense, and the Employer will in no case be responsible or liable for those costs.

7. SITE VISIT

7.1. There will be an organized official inspection of the site on a day to be notified to the Tenderer, and the Engineer will not be available at any other time for inspection visits.

7.2. The Tenderers are advised to visit and inspect the place where the contract is to be executed and its surrounding and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

7.3. The costs of visiting the place where the contract is to be executed shall be borne by the Tenderer.

7.4. The Employer reserves the right to only consider tenders if the official site inspection has been attended by a representative of the Tenderer who must be:

(a) suitably qualified to comprehend the implication of the work involved and

(b) in the direct employ of the Tenderer.

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8. TAX CLEARANCE CERTIFICATE

8.1. Tenderers based in Eswatini should note that in accordance with Income Tax (Clearance Certificate) Regulations 1988, all persons tendering for provision of goods or services in excess of E 5 000,00 to Government or parastatal bodies, with effect from 1st April 1992 are required to produce Tax clearance certificates in the name of the tendering company. The relevant Tax Clearance shall be for Government and Parastatal Tender. The Tax Clearance should be valid on the date of submission. The absence of this document will constitute immediate disqualification of the company's tender.

9. INSURANCES

9.1. The Tenderer's attention is drawn to Clause 4.2 of the General Conditions of Contract. The general terms of the insurance policy (ies) with any modifications thereto will be agreed between the Employer and the selected Tenderer prior to the issue of the Letter of Acceptance in accordance with the Conditions of Contract.

10. LAWS OF ESWATINI

10.1. Tenderers are advised to familiarize themselves with the laws and regulations in force in Eswatini, especially those relating to Immigration, Customs and Excise, Tax (Income and Corporate), Labour and Health and Arbitration.

10.2. The laws of the Kingdom of Eswatini shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Kingdom and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.

10.3. Each Tenderer shall bind himself to accept the jurisdiction of the courts of law in Eswatini.

10.4. Each foreign Tenderer shall state in his Tender the name of his accredited agent in Eswatini in whom the necessary legal competence is vested and who has been duly appointed to sign any contract.

10.5. Under the law of Eswatini, the Contractor is bound to obtain a trading license before commencing the Works.

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10.6. It is the responsibility of the Contractor to obtain the residence and work permits which are required for all their expatriate personnel.

Past experience has been that such permits have not been unreasonably withheld. Contractors should consult with the Department of Labour and the Department of Immigration at an early stage.

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B. INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

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TENDER DOCUMENTS

11. CONTENTS OF TENDER DOCUMENTS

11.1. The Tender Documents consist of the documents described below together with any addenda thereto issued in accordance with Clause 13 hereinafter:

Volume 1:

Instructions to Tenderers

Form of Tender, Authority for Signatory, Sample of Letter of Agreement

Conditions of Contract

Contract Data

Technical Specifications

Bill of Quantities

Forms and Data Sheets to be completed by Tenderer

Tender and Performance Bonds

Volume 2:

First Edition (1999) General Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, published by the Federation International Des Ingenieurs -Conseils (FIDIC)

Volume 3:

Other documents:

The Employer's letter of acceptance, the guarantee and the addenda issued during the tender period

Volume 4:

Drawings

The General Conditions of Contract and Standard Specifications may be inspected at the office of the Engineer during normal working hours. One set of tender documents is supplied to the prospective Tenderer.

12. CLARIFICATION OF TENDER DOCUMENTS

12.1. A prospective tenderer requiring any clarification of the tender document may notify the Employer in writing, e-mail not later than fourteen (14) days before the date fixed for the delivery of tenders. Copies of the Employers response will be sent to all purchasers of the tender documents including a description of the enquiry, but without identifying its source.

13. AMENDMENT OF TENDER DOCUMENTS

13.1. Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

13.2. Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by email to all purchasers of the tender documents. Prospective Tenderers shall acknowledge receipt of each addendum by email to the Employer.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Clause 27.

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C. PREPARATION OF TENDERS

14. LANGUAGE OF TENDER

14.1. All documents relating to the tender shall be in the English language.

15. DOCUMENTS COMPRISING THE TENDER

15.1. The tender submitted by the Tenderer shall comprise the following:

(a) Form of Tender and Qualification Information

(b) Priced Schedule of Quantities

(c) Alternative offers where invited and any other materials required to be completed and submitted by Tenderers as specified in the Tendering Data.

16. TENDER PRICES

16.1. Tenderers are required to submit their bids for the whole of the Works as described in Clause 1.1, based on the priced Schedule of Quantities. No consideration will be given to Tenders, which are incomplete or only cover parts of the required works.

16.2. Each item in the Schedule of Quantities shall be priced by the Tenderer with the exception of items, which have "Provisional Sums", affixed thereto. The rate or price for each item shall include the cost of executing the work and fulfilling the obligation described in the item. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by other rates and prices in the Schedule.

16.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of tenders, shall be included in the rates, prices, and total Tender Price submitted by the Tenderer.

16.4. No additional claim will be considered for the recovery of Sales Tax by the Contractor on any item purchased, or any service rendered during the Contract.

16.5. The rates and prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract unless so provided in the Tendering and Contract Data and the provisions of the Conditions of Contract.

16.6. The percentage value of schedule 1 (Contractor's Establishment on Site and General Obligations) shall not exceed fifteen (15%) percent (Provisional Sums Excluded) of the combined totals of the Schedules. If this percentage is exceeded the Employer reserves the right to reject the Tender.

16.7. In the event of conflict between the Instructions to Tenderers and the Preamble to the Bill of Quantities then the latter shall take precedence.

17. CURRENCIES OF TENDER AND PAYMENT

17.1. The unit rates and the prices shall be quoted by the Tenderer entirely in Emalangeni.

18. TENDER VALIDITY

18.1. Tenders shall remain valid for the period specified in the respective Contract Data.

18.2. In exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing or by email.

19. ALTERNATIVE PROPOSALS BY TENDERERS

19.1. Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the Tendering Data. If so allowed, Sub-Clause 19.2 shall govern.

19.2. If so, allowed in the Tendering Data, Tenderers wishing to offer technical alternatives to the requirements of the tender documents must also submit a Tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the drawings and specifications.

19.3. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design

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calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Employer.

20. FORMAT AND SIGNING OF TENDER

20.1. The tenderer shall prepare one original of the documents comprising the tender as described in Clause 11 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked.

20.2. The original and all copies of the tender shall be written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.

20.3. The tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

21. COPYING ERRORS

21.1. There shall be no erasing or overwriting and any mistake, which is corrected, shall be initialed by the Tenderer.

22. ISSUE OF ADDITIONAL DOCUMENTS

22.1. If for any reason during the Tender period it becomes necessary to vary the Tender Documents an Addendum will be issued to all Tenderers. Addenda will be numbered consecutively commencing with No.1 and Tenderers are required to insert the appropriate numbers in paragraph one of the Form of Tender.

22.2. Should any Tenderer have questions to ask or be in doubt about the meaning of the Tender Documents, he should refer them in writing (which will be deemed to include facsimile transmission) to the Engineer not later than 7 days before the date set for submission of

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Tenders. Questions submitted will be consolidated at intervals and issued, together with answers, to all Tenderers.

The questions and answers as issued will give no indication of which Tenderer raised the questions. Questions and answers will not form part of the Tender or the Contract. If, arising from a question, it is necessary to vary the Tender Documents, then an Addendum will be issued in accordance with the above procedure.

23. INCOMPLETE TENDERS

23.1. Tenderers must submit offers for the whole of the Works. Tenders submitted for separate sections only or Tenders, which are incomplete, will not be considered.

24. CONDITIONAL OR QUALIFIED TENDERS AND ALTERNATIVE PROPOSALS

24.1. A Tender will be considered to be fully responsive only if it contains no conditions or qualifications of any kind whatsoever.

24.2. Should the Tenderer elect to submit a conditional or qualified Tender then he must include with his Tender an assessment of the financial implications of each and every condition or qualification. Failure to comply with this requirement will result in the Tender being rejected.

24.3. The Tenderer will be notified of any condition or qualification that is unacceptable to the Employer or Engineer and will be given the opportunity to withdraw such condition or qualification in writing provided that this does not result in a change to the Tender Price.

24.4. The Employer reserves the right to assess only those Tenders that are fully responsive.

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D. SUBMISSION OF TENDERS

25. TENDER SECURITY

25.1. The Tenderer shall submit together with his Tender a Tender security in the form of a banker's draft, bank certified cheque or bank Tender Guarantee from a Bank in Eswatini for the amount of E7,000.00 (Seven Thousand Emalangeni only). Tenderers are advised that bank drafts or certified cheques may be deposited by the Employer. Foreign, including South African, drafts, cheques or guarantees are not acceptable.

25.2. The deposit is a surety, and in the event that the approved Tenderer withdraws his Tender before the expiry of the Tender validity period laid down in Clause 18, or fails to execute the Contract Agreement or suffers the disqualification of his Tender under Clause 36 below, the entire amount of the deposit shall be forfeited to Lavumisa Town Board to defray expenses soliciting the Tenderer and losses consequential upon delay in the commencement of the works.

25.3. All Tender Deposits not forfeited under the above conditions will be returned to unsuccessful Tenderers within 90 days from the Tender date. In the case of the Accepted Tenderer, his Tender security will be returned as soon as the Bond has been signed, and the Contract Agreement executed.

26. SEALING, MARKING AND DELIVERY OF TENDERS

26.1. All Tender Documents (other than Volume 4) together with the Tender security and tax certificate shall be submitted by registered post at Tenderer's risk or delivered by hand to the Lavumisa Town Board Offices, in a plain sealed envelope addressed to "The Town Clerk, PO Box 6, Lavumisa, Eswatini", not later than the time, and date given in the covering letter to these conditions of Tender. On the outside of the envelope shall be clearly written:

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The envelope shall carry no indication whatsoever of the name or mark of the Tenderer nor any other means of identification.

No Tender delivered after the stipulated time, from whatever cause arising, will be considered. No telegraphic Tenders will be accepted.

26.2. Volumes 4 (Drawings) shall be returned at the same time under ordinary cover to the Lavumisa Town Board, P O Box 6, Lavumisa.

27. DEADLINE FOR SUBMISSION OF TENDERS

27.1. Tenders shall be delivered to the Employer at the address and no later than the date and time specified in the Tender Notice.

28. LATE TENDERS

28.1. Any tender received by the Employer after the deadline prescribed in Clause 27 will be returned unopened to the tenderer.

29. MODIFICATION AND WITHDRAWAL OF TENDERS

29.1. The tenderer may modify or withdraw his tender by giving notice in writing before the deadline prescribed in Clause 27.

29.2. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 26, with the envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL', as appropriate.

29.3. No tender may be modified after the deadline for submission of tenders.

29.4. Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with this clause, or included in the original tender submission.

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E. TENDER OPENING AND EVALUATION

30. TENDER OPENING

30.1. The Employer will open the tenders, including modifications made pursuant to Clause 29, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the Tendering Data.

30.2. Envelopes marked `WITHDRAWAL' shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 29 shall not be opened.

30.3. The Tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

31. PROCESS TO BE CONFIDENTIAL

31.1. Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of his tender.

32. CLARIFICATION OF TENDERS

32.1. To assist in the examination, evaluation, and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of the Tenderer's tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or facsimile, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

33. EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

33.1. Prior to the detailed evaluation of tenders, the Employer will determine whether each tender

(a) has been properly signed;

(b) is accompanied by the required securities;

(c) Is substantially responsive to the requirements of the tender documents.

33.2. Substantially responsive tender is one, which conforms to all the terms, conditions, and specifications of the tender documents, without material deviation or reservation. A material deviation or reservation is one

(a) which affects in any substantial way the scope, quality, or performance of the Works;

(b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or

(c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

33.3. If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

34. CORRECTION OF ERRORS

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34.1. Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

34.2. The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer.

35. EVALUATION AND COMPARISON OF TENDERS

35.1. The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 33.

35.2. In evaluating the tenders, the Employer will determine for each tender the Evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors;

(b) excluding Provisional Sums and the provision, if any, for Contingencies in the

(c) Summary of the Schedule of Quantities, but including Daywork, where priced competitively;

(d) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 19; and

(e) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 19. Imbalance in Tendered Rates In the event of there being any rate or rates, which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the Tenderer will, in

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terms of Clause 37 be requested to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained.

35.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in tender evaluation.

36. UNDUE INFLUENCE

36.1. Tenderers are not to offer, promise or give any person connected with the Tender or the awarding of the Contract any gratuity, reward, bonus, discount or consideration of any kind in connection with the obtaining of the Contract, or to communicate with any member of the Engineer's or Employer's organizations on any question affecting the awarding of the Contract during the period between the Tender closing date and the Contract award date. Any real or attempted contravention of this condition which comes to the attention of the Employer will result in action being taken against the party concerned and rejection of the relevant Tender.

37. ADDITIONAL INFORMATION REQUIRED

37.1. The Tenderer shall submit with his Tender the information, data, design calculations and drawings as applicable and as may be required in terms of the Tender Appendices, Special Conditions and/or Special Provisions contained in these Contract Documents. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Tenderer shall furnish such additional information within one (24 hours) of being called upon to do so.

The Tenderer shall make full allowance in the relevant schedule rates for all costs in connection with the preparation of the design and drawings and furnishing the necessary information that may be required by the Employer.

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F. AWARD OF CONTRACT

38. AWARD CRITERIA

38.1. Subject to Clause 39, the Employer will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the Lowest Evaluated Tender Price, provided that such tenderer has been determined to be qualified in accordance with the provisions of Clause 2.

38.2. The Employer does not bind himself to accept the lowest or any tender.

39. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

39.1. Notwithstanding Clause 38, the Employer reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.

40. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

40.1. The tenderer whose tender has been accepted will be notified of the award by the Employer prior to expiration of the tender validity by email confirmed by registered letter that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

40.2. From the date of receipt of the Letter of Acceptance the Commencement Date shall be determined in terms of clause 41(1) of the General Conditions of Contract.

40.3. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 41, and signing the agreement in accordance with Sub-Clause 40.4.

40.4. The agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Employer and sent to the successful tenderer, within 28 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful tender will sign the Agreement and deliver it to the Employer.

40.5. Upon the furnishing by the successful tenderer of a performance security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

41. PERFORMANCE SECURITY

41.1. Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a performance security in the form of a bank guarantee or (at the tenderer's option) a performance bond in an amount specified in the Contract Data, denominated in the types and proportions of currencies in the Form of Tender, and in accordance with the Conditions of Contract.

41.2. If the performance security is to be provided by the successful tenderer in the form of a bank guarantee, it shall be issued either by a bank or insurance company acceptable to the Employer.

41.3. If the performance security is to be provided by the successful tenderer in the form of a bond, it shall be issued by a surety, which the tenderer has determined to be acceptable to the Employer.

41.4. Failure of the successful tenderer to comply with the requirements of Sub-Clause 41.1 shall constitute sufficient grounds for cancellation of the award.

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G. STATUS OF INSTRUCTIONS TO TENDERERS

42. INSTRUCTIONS NOT FORMING PART OF CONTRACT

42.1. These Instructions to Tenderers shall not form part of the Contract. They are intended only to aid Tenderers in the preparation of their Tender.

43. RECEIPT FOR PURCHASE OF TENDER DOCUMENT

43.1. Tenderers will be required to obtain the necessary receipt from the Lavumisa Town Board Offices and enclose it with their Tender. The absence of this document will constitute immediate disqualification of the company's tender.

44. TRADING LICENSE

44.1. All Tenderers must submit a valid trading license with their tender. The absence of this document will constitute immediate disqualification of the company's tender.

45. COMPLIANCE WITH INSTRUCTIONS

45.1. The Tenderer shall carefully examine all instructions, conditions, forms, terms, specifications and Drawings in the tender documents. The Tenderer shall be solely responsible for meeting the requirements of the tender and for any omission or errors in his responses. Failure to furnish all information required by the tender or the submission of a tender, which is not responsive to the tender in every respect, will be at the Tenderer's own risk and may result in rejection of his tender.

45.2. The Tenderer shall not take the tender document apart and rebind it.

SECTION 3:

TENDER EVALUATION PROCESS AND CRITERIA

46. Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

46.1 There are five components in the tender evaluation process, four of which are non-financial and the last one being financial. These are set out below:

Please note the following:

A tender which obtains less than **70** of the total points allocated to Criterion 1 to 4 (Responsiveness of Tender Assessment, Resources and Capability Assessment, Technical Assessment and Promotion of Swazi Business) shall be deemed to be non-responsive and eliminated from further evaluation.

47. Responsiveness of Tender Assessment

This will determine whether:

47.1.1. All required documentation and information have been submitted;

47.1.2. Tender documents have been appropriately signed and authorized in a form of a covering letter;

47.1.3. The document has been submitted in the correct format; and

47.1.4. Four copies have been submitted *(one Original and three copy)*

47.2. Resources and Capability Assessment

This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory back up. Where appropriate, reference checks are essential and must cover aspects such as:

a. The Tenderer's track record: i.e., past performance of similar contracts; industry knowledge;

47.3. Technical Assessment

The technical assessment will establish whether the tender meets the requirements set out in the specification and, if not, the significance of any variation from that specification.

47.4. Promotion of Swazi Business

This criterion shall determine the extent to which ownership of the business is vested in Swazi citizens and/or the extent to which the Tenderer will:

a. Encourage Swazi citizens to be involved in business;
b. Professional body affiliation.

Where the scope of the works is of a highly specialized nature or the successful Tenderer is non-Swazi, the **CLIENT** shall negotiate with the successful Tenderer to sub-contract or partner with a service provider who is a Swazi citizen.

47.5. Financial Criteria.

This will entail identification of all relevant costs including capital costs in Emalangeni to Lavumisa Town Board. The initial (once off) costs, the on-going costs including any basis for escalations, penalties and/or discounts, should be identified and considered.

The lowest responsive tender will be considered for award.

SECTION 4: EVALUATION CRITERIA AND SCORING

1.Responsiveness of Tender Assessment		
1.1 All required documentation and information have been submitted 1.2 Tender documents have been appropriately signed and authorized in a form of a covering letter; 1.3 The document has been submitted in the correct format; and 1.4 Four copies have been submitted *(one Original and three copy*		10
		10 point

2.0	Resources and Capability Criteria Elements	Criteria Weighting Factors
2.1	Company Profile	8
2.2	Program of works with timeframes.	8
2.3	Methodology and approach illustrating how the work will be executed.	15
2.4	Financial Stability	10
	2.4.1 Tender Security of E7 000.00	5
	MAXIMUM SCORE	**46**

3.0	**Technical Capability** **Criteria Elements**	**Criteria Weighting Factors**
3.1	2No.Previously completed projects of relevant and similar nature completed within the past 3 years.	15
3.2	Plant and Equipment relevant to the works (Proof of Ownership) or (Proof of lease arrangements)	6
	Cv's of key personnel (Contract Manager, Site Foreman, Safety Officer, Foreman, etc.)	15
	MAXIMUM SCORE	**36**
4.0	**Swazi Business Promotion** **Criteria Elements**	**Criteria Weighting Factors**
4.1	Degree to which ownership of business vests with Swazi citizen and managed by Swazi citizens. (e.g., IDs for Directors & Key staff)	8
	MAXIMUM SCORE	**8**
	TOTAL SCORE FOR TECHNICAL PROPOSAL	**100**

LETTER OF ACCEPTANCE

Lavumisa Town Board
P.O. Box 6
Lavumisa
Eswatini

Our Ref:
(Date) ……
Contract No.:
Name of
Tenderer:…….
Address……
……
……

Dear
Mr/MS……
…….

We are pleased to inform your organization that your tender to undertake the **INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST** works described in our Tender documents for Contract No……. has been accepted.

Your Contract Price is Emalangeni…… (in figures)……
……
…. only (in words), which is the price for providing the necessary labour, hand tools, plant and vehicles, all required construction materials and other services required for execution and completion of the said works within 90 days (Ninety) calendar days as stated in your Tender. Therefore, the Lavumisa Town Board wishes to enter into a formal agreement with your organization.

Yours faithfully,

_____
The Town Clerk
Lavumisa Town Board

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SECTION 5

FORM OF AGREEMENT

FORM OF AGREEMENT

THIS AGREEMENT made this……..day of ……,
between
Lavumisa Town Board
P.O. Box 6
Lavumisa,
Eswatini (hereinafter called "Employer") on one part

and

…… (Name)

…… (Address)

……

(Hereinafter called "the Contractor") on the other part.

WHEREAS the Employer desire the works known as

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST (hereinafter called "the Works") should be executed by the Contractor, and accepted a bid by the Employer for the execution and completion of these works and the remedying of any defect's thein,

The Employer and the Contractor agrees as follows:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the contract document referred to.
2. The following documents shall be deemed to form part and construed as part of this agreement. This Agreement shall prevail over all other Contract documents.

(a) The Letter of Acceptance

(b) The Bid

(c) The Addenda Nos…… ***[insect addenda number if any]***

(d) Contractor's Tender;

(e) Contract Data;

(f) The Works Specifications;

(g) The Drawings;

(h) The General Conditions of Contract, Part I;

(i) The Special Conditions of Contract, Part II,

(j) The Priced Bill of Quantities;

3. In consideration of the payment to be made by the Employer to the Contractor as indicated in this agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all aspect with the provision of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defect therein , the Contract Price or such other sum as may become payable under the Contract at the time and in the manner prescribed by the Contract

IN WITNESS whereof the parties hereto have caused this agreement to be executed I accordance with the law of the Kingdom of Eswatini on the day, month and year indicated above

Signed by:……

Signed:……

For and behalf of the Employer for and on behalf of the Contractor

In the	In the
Presence of ……	Presence of …….
Signature……	Signature……
Address:……	Address:…….
Date:…….	Date:…….

Performance Security

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: .....*Lavumisa Town Board, Box 6, Lavumisa*

Date:.....

Performance Guarantee No.: .....

We have been informed that . . . . . ***[name of the Contractor]***. . . . . (Hereinafter called "the Contractor") has entered into Contract No. . . . . ***]***. . . . . dated . . . . . with you, for the execution of . **INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST**. . . (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . ***[name of the Bank]***. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . ***[Emalangeni]*** [1]. . . . . (. . . . .***[amount in words]***. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , ... [2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

. . . . . .

[Seal of Bank and Signature(s)]

Advance Payment Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: .....*Name and Address of Employer]* .....
Date:.....
Advance Payment Guarantee No.: .....

We have been informed that . . . . . ***[name of the Contractor]***. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . ***[reference number of the Contract]***. . . . . dated . . . . . .with you, for the execution of . . . . . ***[name of contract and brief description of Works]***. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . ***[name of the currency and amount in figures]*** [1]. . . . . (. . . . . ***[amount in words]***. . . . .) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . ***[name of the Bank]***. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . ***[name of the currency and amount in figures]****. . . . . (. . . . . ***[amount in words]***. . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . ***[Contractor's account number]***. . . . . at . . . . . ***[name and address of the Bank]***. . . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . , ... [2], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

. . . . . ***[Seal of Bank and Signature(s)]*** . . . . . .

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST
TENDER NO.: TENDER NO. 5 OF 2026/2027

SECTION 6

FORM OF TENDER AND FORM TO BE FILLED BY TENDERERS

FORM OF TENDER AND FORM TO BE FILLED BY TENDERERS

Index to Tenderers qualification information.

A - General Information

B - Certificate of Tenderer's Inspection of the Site

C - Experience

D - Proposed Programme of Works

E - List of Proposed Key Personnel

F - List of Proposed Site staff to be Mobilized

G - List of Proposed Sub-Contractors

H - List of Proposed Plant and Equipment

I - Basic Price for Site staff

J - Basic Price for Plant and Equipment

K - Form of Offer

L - Authority for Signatory

GENERAL INFORMATION

The Contractor is requested to complete in full this pro-forma as set below and to submit it as part of his Tender. In the case of Joint Ventures, Part A items 1 to 3 shall be provided for each partner of the joint venture.

BUSINESS STATEMENT

Name Legal Denomination

……

……Address of Eswatini Office

……

……

Date of establishment According to Articles of Association or By-law

Date ……

Nominal Capital:

……

……

Fully Paid-up Capital after 31st December

20…….

Statement of Capital Resources (*if not a company*):

……

……

Branch of Specializations:

……

……

Number of Permanent Staff:

…….

Workmen …….

Has the name of the Company changed in the last 5 years?

If Yes

Former Name

……..

Date of

Change…….

Reason for

Change……..

Signature of Tenderer ……

Date …….

For and on behalf of

……

……

A. CERTIFICATE OF TENDERER'S INSPECTION OF THE SITE

1. This is to certify that I,

   ……..

   (Name of Tenderer's Representative)

   of the firm of

   ……

   …… (Name of Tenderer)

   in the company of

   ……

   ……

   (Name of Engineer conducting visit)

Attended the pre-tender conference in connection with **INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST**

TENDER NO.: TENDER NO. 5 OF 2026/2027

2. Having previously studied the Tender documents and I carefully examined the implications of the Works.
3. I will carry out further investigation as may be necessary to fully evaluate all implications of the Works and Tender
4. I further certify that I am familiar with the description of the work and the explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

SIGNED ON BEHALF OF TENDERER:

…….

Witnessed……

(Engineer's representative conducting the visit)

Date of Site Inspection

Visit:……

B. EXPERIENCE

The Tenderer shall provide information on as many projects as he deems necessary to illustrate his experience in works of similar nature

Employer	**Engineer &Contact Tel. number**	**Description of Works**	**Value of Works**	**Year Completed**

Signature OF TENDERER:……

Date:……

For and on Behalf of:……

C. PROPOSED PROGRAMME OF WORKS

The tenderer shall provide his programme in the form of a bar chart. A suitable format is shown below: -

LIST OF ACTIVITIES	TIME IN WEEKS															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.																
2.																
3.																
4.																
5.																
6.																
7.																
8.																
9.																
10.																
11.																
12.																
13.																

SIGNATURE OF TENDERER:

……

Date:……

For and on Behalf of :……

D. LIST OF PROPOSED KEY PERSONNEL

8. The tenderer shall list below the key personnel he will employ at Head Office and Site Office to direct and execute the Works.

PROPOSED DESIGNATION	NAME OF NOMINEE	HIGHEST ACADEMIC QUALIFICATION	PRESENT DESIGNATION	LENGTH OF SERVICE (PART/FULL TIME)	LENGTH OF LABOUR-BASED EXPERIENCE
Head Office i. ii. iii.					
Site Office i. ii. iii.					

Signature Of Tenderer:……

Date:……

For and on Behalf of :……

E. LIST OF PROPOSED SITE STAFF TO BE MOBILIZED

CATEGORY	NUMBERS	TO BE RECRUITED FROM
SITE AGENT TECHNICIANS SEMI SKILLED UNSKILLED		
TOTALS		

Signature Of Tenderer:……

Date:……

For and on Behalf of :……

F. LIST OF PROPOSED SUB-CONTRACTORS

The Tenderer shall indicate the name, address and specialization field of the sub-contractors he reserves the right to select, if any.

1. Portion of the works to be sublet……
   Name of sub-Contractor……..
   Address of Head Office……
   Specialization……

2. Portion of the works to be sublet……
   Name of sub-Contractor……..
   Address of Head Office……
   Specialization……

3. Portion of the works to be sublet……
   Name of sub-Contractor……..
   Address of Head Office……

Specialization……
……

Signature Of Tenderer: …….

Date:…….

Foe and on behalf of

…….

G. LIST OF PROPOSED PLANT AND EQUIPMENT

Item No.	Description	Quantity	Model & Year	Hire Purchase	Owned	Hired

Signature Of Tenderer: …….

Date:…….

Foe and on behalf of

…….

H. BASIC PRICE FOR SITE STAFF

9. The Tenderer shall schedule hereunder all site staff and supervision required for execution of the Works, together with their basic rates.

CATERGORY	DESCRIPTION OF EACH CATERGORY	UNIT DAY/HOUR	RATE IN EMALANGENI (E)
SITE AGENT			
FOREMAN			
SKILLED			
SEMI-SKILLED			
OTHER			

Signature Of Tenderer: …….

Date:…….

Foe and on behalf of

……

I. BASIC PRICE FOR PLANT AND EQUIPMENT

10. The Tenderer shall schedule hereunder the basic rates for all plant and equipment as listed in part H above, required for execution of the Works.

ITEM NO.	DESCRIPTION OF EACH ITEM	UNIT DAY/ HOUR	RATE IN EMALANGENI (E)

Signature Of Tenderer: …….

Date:…….

For and on behalf of :

…….

FORM OF OFFER

TO: The Town Clerk
Lavumisa Town Board
PO Box 6
Lavumisa
Eswatini

TENDER FOR:

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

Dear Madam,

i) Having examined the Drawings, Conditions of Contract, the Specifications and the Bill of Quantities and having inspected the site for the above-named works; and having
Obtained all requisite information affecting the Tender; I the undersigned hereby offer to execute and complete the whole of the said Works in conformity with the said Drawings, Conditions of Contract; Specifications and Bill of Quantities.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS
E…….
(in figures)
……
……
……
……. Emalangeni (in words)

ii) If this tender is accepted, I undertake to:
Commence the works within the period stated in the Contract;

Complete and deliver the whole of the works in the Contract within 90 days;
Execute the formal agreement in the terms shown in the Tender Documents.

iii) I declare that we have fully complied with the Instructions to Tenderers and accept all terms thereof without reservations.

iv) I am/we are in a position to fulfill the Contract requirements in the event of me being awarded the Contractor for which I/we have Tendered.

v) This Tender and your written acceptance of it shall constitute a binding Contract between us.

I understand that you are not bound to accept the lowest or any Tender that you receive.

Dated this…….. day of
……20…..

Signature……

Name in Block Capitals

In the capacity
of……

And duly authorized to sign this tender on behalf
of:…….

(In Block Letters)

Signature of
Witness:……

Name of Witness in Block Letters

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST

AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form. An example is shown below:

"By resolution of the Board of Directors at a meeting on _____ 20 ____ Mr/ Ms_____ has been duly authorized to sign all documents in connection with the tender for Tender No. ..... And any contract, which may arise there from, on behalf of *(block capitals).*

_____

_____

SIGNED ON BEHALF OF THE
COMPANY: _____

IN THE PERSON'S CAPACITY AS:

_____

DATE:
SIGNATURE OF SIGNATORY:

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST TENDER NO.: TENDER NO. 5 OF 2026/2027

SECTION 7

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS OF CONTRACT

A General Conditions of Dispute Board Agreement

1. Definitions

Each "Dispute Board Agreement" is a tripartite agreement by and between:

(a) the "Procuring Entities";

(b) the "Contractor"; and

(c) the "Member" who is defined in the Dispute Board Agreement as being:

(i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or

(ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members."

The Procuring Entities and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

(a) the Commencement Date defined in the Contract,

(b) when the Procuring Entities, the Contractor and the Member have each signed the Dispute Board Agreement, or

(c) when the Procuring Entities, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Procuring Entities and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Procuring Entities, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance

which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Procuring Entities and the Contractor relied upon the Member's representations that he/she is:

(a) experienced in the work which the Contractor is to carry out under the Contract,

(b) experienced in the interpretation of contract documentation, and

(c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

(a) have no interest financial or otherwise in the Procuring Entities, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;

(b) not previously have been employed as a consultant or otherwise by the Procuring Entities, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Procuring Entities and the Contractor before they signed the Dispute Board Agreement;

(c) have disclosed in writing to the Procuring Entities, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Procuring Entities, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;

(d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Procuring Entities, the Contractor or the Engineer, except as may be agreed in writing by the Procuring Entities, the Contractor and the Other Members (if any);

(e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;

(f) not give advice to the Procuring Entities, the Contractor, the Procuring Entities's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;

(g) not while a Member enter into discussions or make any agreement with the Procuring Entities, the Contractor or the Engineer regarding employment by any of them, whether as a

consultant or otherwise, after ceasing to act under the Dispute Board Agreement;

(h) ensure his/her availability for all site visits and hearings as are necessary;

(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;

(j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Procuring Entities, the Contractor and the Other Members (if any); and

(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Procuring Entities and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Procuring Entities and the Contractor

The Procuring Entities, the Contractor, the Procuring Entities's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Procuring Entities and the Contractor shall be responsible for compliance with this provision, by the Procuring Entities's Personnel and the Contractor's Personnel respectively.

The Procuring Entities and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Procuring Entities, the Contractor, the Member and the Other Members (if any):

(a) be appointed as an arbitrator in any arbitration under the Contract;

(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or

(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Procuring Entities and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

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Whenever the Procuring Entities or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Procuring Entities or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

(a) a retainer fee per calendar month, which shall be considered as payment in full for:

(i) being available on 28 days' notice for all site visits and hearings;

(ii) becoming and remaining conversant with all project developments and maintaining relevant files;

(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

(iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

(i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);

(ii) each working day on Site visits, hearings or preparing decisions; and

(iii) each day spent reading submissions in preparation for a hearing.

(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other

VERIFIED ESPPRA VERIFIED

direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;

(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Procuring Entities, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Procuring Entities (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Procuring Entities shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Procuring Entities shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Procuring Entities's rights or remedies. In addition to all other rights arising from this default, the Procuring Entities shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

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7. Termination

At any time: (i) the Procuring Entities and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Procuring Entities and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Procuring Entities or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Procuring Entities and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Procuring Entities, the Contractor and the Member. However, a notice by the Procuring Entities or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Procuring Entities and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Procuring Entities and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

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PROCEDURAL RULES

Unless otherwise agreed by the Procuring Entities and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Procuring Entities or the Contractor. Unless otherwise agreed by the Procuring Entities, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Procuring Entities and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Procuring Entities, the Contractor and the Engineer and shall be coordinated by the Procuring Entities in co-operation with the Contractor. The Procuring Entities shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Procuring Entities and the Contractor.

The Procuring Entities and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Procuring Entities or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Procuring Entities and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

(a) act fairly and impartially as between the Procuring Entities and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and

(b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Procuring Entities and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Procuring Entities and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Procuring Entities, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Procuring Entities and the Contractor empower the DB, among other things, to:

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(a) establish the procedure to be applied in deciding a dispute,

(b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,

(c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,

(d) take the initiative in ascertaining the facts and matters required for a decision,

(e) make use of its own specialist knowledge, if any,

(f) decide upon the payment of financing charges in accordance with the Contract,

(g) decide upon any provisional relief such as interim or conservatory measures, and

(h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Procuring Entities and the Contractor in writing. If the DB comprises three persons:

(a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;

(b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Procuring Entities and the Contractor; and

(c) if a member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:

(i) either the Procuring Entities or the Contractor does not agree that they do so, or

(ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

48.0 INTENTION OF NOTICE TO AWARD

48.1 In terms of section 45 of the Public Procurement Act No. 7 of 2011 (the Act), as per circular number 3 of 2015 following a competitive bidding process, an intention of notice to award should be published by the approval's authority of the procurement entity.

48.2 It must also be noted that, in terms of section 45(2) of the act, that the intention of notice to award does not constitute a contract.

48.3 Further, in terms of section 45(4), 46, and 47 of the Act, all tenderers who submitted bids will be notified through the ESPPRA website that a period of ten (10)

working days shall be allowed for submission of any application for review from the date of first publication of the notice.

49.0 DECLARATION OF ELIGIBILITY FORM

Declaration of Eligibility

Dear Sirs,

RE: Tender No. "**TENDER NO. 5 OF 2026/2027 INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST**

(a) We, including any joint venture 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 judiciary officer, our business activities have not been suspended and we are not 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 legislations;

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

and (f) That we do not have a conflict of interest in relation to the procurement requirements.

Signed.....

Date.....

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST
TENDER NO.: TENDER NO. 5 OF 2026/2027

SECTION 8

SPECIFICATIONS AND SCHEDULE OR BILL OF QUANTITIES

INSTALLATION OF 1No. 30M ELECTRICITY POWERED HIGH MAST TENDER NO.: TENDER NO. 5 OF 2026/2027					
	BILL NO. 1				
NO	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMMOUNT**
1.	**BILL NO 1 PRELIMINARY AND GENERALS**				
1.1	Allow for electrical site establishment, including Transport, provided and arrange transport of all electrical material and equipment, site meetings as well as personnel/staff.	Item	1		
1.2	Allow for transport and arrange transport of all electrical material and equipment to site as well as workmen and staff.	SUM	1		

1.3	Commissioning and testing, supply test equipment's and adjustments of all portions of installation.	Item	1		
	Total carried to main summary				
2.	CIVIL AND STRUCTURAL FOUNDATION WORKS				
2.1	Excavation in normal/intermediate soil for heavy-duty 30m mast foundation (3.0m×3.0m×3.5m depth), shoring, disposal.	M^3			
2.2	Blinding layer, 75mm thick Class 15/20 concrete under foundation base	M^2			
2.3	Structural mass & reinforced concrete foundation (Class 30/20) poured in situ	M^3			
2.4	High tensile steel reinforcement bars (Y20 / Y25) cut, bent, and tied in position	Tonne			
2.5	Heavy-duty anchor bolts cage assembly set (M42 anchor bolts with template plate, double nuts, and leveling washers designed for 30m wind load)				
2.6	Trenching for incoming power cable (800mm depth), sand bedding, backfilling				
3	**30M HIGH MAST POLE & MECHANICAL SYSTEM**				
3.1	Supply, transport, and erection of 30-meter Continuously Tapered Polygonal Hot-Dip Galvanized High Mast Steel Pole (multi-	No	1		

	section slip joint structure engineered for wind safety)				
3.2	Internal mechanical raising & lowering system comprising heavy-duty dual-drum winch, stainless steel wire ropes, internal pulley cluster, and safety latching mechanism	No	1		
3.3	Circular / Polygonal Luminaire Carriage Head Frame Ring engineered to mount 8 floodlights	No	1		
4.	LUMINAIRES AND ELECTRICAL INSTALLATION WORKS				
4.2	Supply and laying of 4-Core 16mm² XLPE/SWA/PVC 600/1000V Armored Copper Cable from supply source/transformer to 30m mast base	M			
4.3	Internal flexible trailing cable (5-core 2.5mm² heavy-duty EPR/PCP) running inside mast	M			
4.4	Comprehensive Lightning & Earth Protection System (Copper earth rods 1.6m x 2.4m, earth inspection pit, 25mm² bare copper tape conductor, earth resistance test < 5 ohms)	M			
4.5	Supply and installation of: LED Floodlight Luminaire Specifications • System wattage of 400W or above, a luminous output of at least 52,000 lumens (≥ 130 lm/W), • Colour temperature of 5000K (Cool White), • Ingress rating of IP66, an impact rating of IK08 or higher, • Integrated surge protection device of at least 10kV/10kA, • A Tier-1 LED driver brand (Mean Well, Philips, or equivalent),	No	8		
5.0	**TESTING, COMMISSIONING AND HANDOVER**				

5.1	Pre-commissioning electrical tests (insulation resistance, continuity), lux level verification, and functional testing of raising/lowering mechanism.	1			
	Total Carried to Main Summary				
	Sub-total				
	Contingency				
	Sub-total + Contingency				
	VAT				
	CIC Levy				
	Grand Total				

SECTION 9

CONTRACT DRAWINGS AND SPECIFICATION

ANNEXTURE 1

1	**System Wattage**	400W	
2	**Luminous Output**	≥ 52,000 Lumens (≥130 lm/W)	
3	**Colour Temperature**	5000K (Cool White)	
4	**Ingress Rating (IP)**	IP66 Rated	
5	**Impact Rating (IK)**	IK08 or Higher	
6	**Surge Protection Device**	Integrated ≥ 10kV / 10kA	
7	**LED Driver Brand/Model**	Tier-1 (Mean Well / Philips / Equiv.)	
8	**Warranty Period**	Minimum 5 Years	

ANNEXTURE 2.

DRAWINGS




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