THE GOVERNMENT OF THE KINGDOM OF ESWATINI

Ministry of Economic Planning and Development
Microprojects Programme Coordinating Unit
P.O. Box 2122
MBABANE

INVITATION TO TENDER FOR THE RENOVATION OF A PHARMACY AT SITHOBELA HEALTH CENTRE (LUBOMBO REGION), RENOVATION OF A CLINIC AND CONSTRUCTION OF A SCREENING OFFICE AT MPULUZI CLINIC (MANZINI REGION) , CONSTRUCTION OF A CLINIC AT THE NGWENYA TOWNSHIP IN THE HHOHHO REGION-PHASE 1

TENDER NUMBERS: H346/26001

TENDER DOCUMENT

Volume 1 - Tender Dossier; Volume 2 - Preamble and Bill of Quantities; Volume 3; Principal Building Agreement - Contract Data; Volume 4 - Environmental Specifications; Volume 5 - Tender Drawings

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NAME OF TENDERER: .....

AMOUNT: .....

1. Tender Closing Date:	**27th November 2026**	**at**	**10:00 am**

INVITATION TO TENDER FOR THE RENOVATION OF A PHARMACY AT SITHOBELA HEALTH CENTRE (LUBOMBO REGION), RENOVATION OF A CLINIC AND CONSTRUCTION OF A SCREENING OFFICE AT MPULUZI CLINIC (MANZINI REGION) ,CONSTRUCTION OF A CLINIC AT THE NGWENYA TOWNSHIP –PHASE 1 (HHOHHO REGION) VOLUME 1 OF 5

TENDER DOSSIER

SECTION	DESCRIPTION
1	Letter of invitation
2	Tender Data
3	Instructions to Tenders
4	General Conditions of Contract (JBCC not issued)
5	General Forms
6	Schedule of Supplementary information
7	Programme of Works and Method Statement
VOLUME 2	PREAMBLES AND BILL OF QUANTITIES
VOLUME 3	PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA
VOLUME 4	ENVIRONMENTAL SPECIFICATIONS
VOLUME 5	TENDER DRAWINGS

Section 1 Letter of Invitation to Tender

Ministry of Economic Planning and Development
Microprojects Programme
PO Box 2122
MBABANE
H100
Eswatini

Tel: 2404-0199 Fax: 2404-0516

27th October 2026

Dear Tenderer

INVITATION TO TENDER FOR THE RENOVATION OF A PHARMACY AT SITHOBELA HEALTH CENTRE (LUBOMBO REGION), RENOVATION OF A CLINIC AND CONSTRUCTION OF A SCREENING OFFICE AT MPULUZI CLINIC (MANZINI REGION) , THE CONSTRUCTION OF A CLINIC AT THE NGWNEYA TOWNSHIP-PHASE 1 (HHOHHO REGION)

Tenderers are invited from locally registered Building Contractors **B3 & B4 Category,** for The Renovation of a Pharmacy at Sithobela Health Centre, Renovation of a Clinic and Construction of Screening Office at Mpuluzi Clinic. Only firms that hold a valid registration certificate issued by the Construction Industry Council (CIC), and of which at least 60% of the controlling shares are owned by Swazi citizens will be considered.

The qualification process will include the evaluation of personnel capabilities, equipment capabilities, financial standing previous expirience and current work load.

- ✓ A completed set of **Tender Document**
- ✓ Original Government General Receipt of **E1,500.00** as proof of purchase for all the Lots
- ✓ Certified copy of a valid registration certificate issued by CIC for Building Works Contractors
- ✓ An original signed declaration of attendance of the site visit issued and signed by the employer during site inspection
- ✓ The tenderer's **ORIGINAL** valid Tax Compliance Certificate (for Government Tender),
- ✓ Certified copy of a valid Trading Licence,
- ✓ Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- ✓ Tender Security as specified in Sub. Clause 15.2 of the TD
- ✓ Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies, and
- ✓ Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies,
- ✓ The shareholders as listed in Form C should provide certified copies of identity documents. In the event the company submitting the Tender is owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.

Provided that a Bid is technically responsive, the Employer may request that the Bidder submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements.

Tender Documents will be available from ***9:00hrs, Thursday*** **29th October 2026** and may be collected from:

Microprojects Programme Coordinating Unit
1st Floor, Old Ministry of Finance Building
Corner of Lusutfu Road and Umlilo Street
Mbabane, H100
Eswatini

The tender document in English may be purchased by interested eligible Bidders upon payment of a non-refundable fee of **E1,500.00 (One Thousand Five Hundred Emalangeni only)** for Document for all the Lots. The method of payment will be cash, payable at the Government Revenue Office and should use code 231/1201/21132 when making payment. Bidders shall then collect the tender document from Microprojects Offices upon presenting the receipt as proof of purchase.

There will be a compulsory site inspections **as below.** Tenderers are advised to assembly at the gate then proceed to the project site for the site inspection. **Note that Tenderers who will not attend site inspections will not be evaluated.**

LOT NO.	PROJECT NUMBER	LOCATION	CIC CATEGORY	REGION	SITE INSPECTION	SUBMISSION DATE
1	H346/26401	Sithobela Health Centre	B3	Lubombo	Wednesday, 04th November 2026, 11:00am	Friday, 27th November 2026, 10:00 am
2	H346/26602	Mpuluzi Clinic	B3	Manzini	Tuesday, 03rd November 2026, 14:00pm	Friday, 27th November 2026, 10:00 am
3	H338/26201	Ngewnya Township 26.21976°S,31.00511°E	B4	Hhohho	Tuesday, 03rd November 2026, 10:00am	Friday, 27th November 2026, 10:00 am

- **Date of tender submission and opening: Friday, 27th November 2026**
- **Time for submission: 10:00am PROMPT Eswatini time**
- **Time for Opening: 10:10am Eswatini time**

Completed tenders should be delivered in a sealed envelope to Microprojects Programme Coordinating Unit's Office and the envelope should only show the Project Name, and Project Number and addressed to:

The Director

Microprojects Programme

Old Ministry of Finance Building

P.O. Box 2122

MBABANE

Enquiries and/or clarification for building projects should be addressed to deborah@microprojects.org.sz, **goodness@microprojects.org.sz**, **kukhanya@microprojects.org.sz**

Microprojects Programme does not bind itself to accept the lowest or any tender.

Yours Sincerely

SIBUSISO T. MBINGO
Director

Section 2 Tender Data

Acronyms and Definitions

CESMM3	Civil Engineering Standard Method of Measurement 3rd edition, 1991
Contractor	Any natural or legal person carrying out the works
Emalangeni	Currency of the state of the Employer; ISO code is SZL
Employer	Principal Secretary, Ministry of Economic Planning and Development
Employer - local office	4th Floor, Mlamuli Building, Mbabane, Eswatini
Principal Agent	The Director, Microprojects Programme Coordination Unit (MPCU), 1st Floor, Old Ministry of Finance Building
Funding Agency	Government of Eswatini
Foreign currency	Any currency which is not the South African Rand or the Eswatini Lilangeni
JBCC	Joint Building Contracts Committee
GoE	Government of Eswatini
IT	Instructions to Tenderers
PC	The Particular Conditions
State of the Employer	Eswatini
TD	The Tender Dossier of which this Information for Tenderers form's part
Tenderer	Contractor who submits a tender
TS	The Technical Specifications which form Volume 3 of the TD

1. Contract identification

a) Type of Contract: Building Works

b) Subject: The Proposed Renovation of a Pharmacy, Renovation of Clinic, Construction of Screening Office, Construction of a Clinic –Phase 1

c) Project Identification: Sithobela Health Centre ,Mpuluzi Clinic and Ngwenya Township

Tender Reference No: H346/26001

d) Source of financing: Ministry of Health

2. Eligibility and origin

a) Eligibility and origin: Eligibility is all local contractors registered with the Construction Industry Council (CIC), holds a valid certificate issued by the Council according under building B3 only with previous experience and capacity in executing similar works

3. Scope of works

- **Renovation of a Pharmacy.**
- **Renovation of Clinic**
- **Construction of Screening Office**
- **Construction of a Clinic - Phase1**

4. Location and deadline

a) Project locality: Sithobela Health Centre, Mpuluzi Clinic and Ngwenya Township

b) Place of delivery, installation or performance: as in 2 (a) above

c) Time limit for execution: 259 days including mobilisation

d) Tender validity period: 90 days

5. Project authorities

a) Employer: Principal Secretary, Ministry of Economic Planning and Development; 4th Floor, Mlamuli Building, Mbabane, Eswatini

b) Principal Agent: Microprojects Programme Coordinating Unit, Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street

P.O. Box 2122, Mbabane

Tel: (+268) 2404 0199; Fax: (+268) 2404 0516

E-mail: stm@realnet.co.sz

5. Tender documents

a) Type of Tender: Open

b) Terms on which Tender documents may be obtained: Locally Registered Contractors by payment of **E 1,500.00** for all the Lots non- refundable amount at the Government Revenue Office and should use code **231/1201/21132** when making payment

6. Language, receipt and opening of the Tenders

a) Language: English

b) Date and time for receipt of Tenders: **Friday, 27th November 2026, at 1000hrs** local (Eswatini) time

c) Address for the receipt: Microprojects Programme, First Floor, Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street

d) Date and time for opening of Tenders: **Friday, 27th November 2026, at 1010hrs,** local (Eswatini) time.

e) Address for the opening: as item 6(c) above.

7. Deposits and guarantees

a) Tender guarantee: **E 2,500.00**

b) Performance Security: 10% of the Contract Sum

c) Advance Payment: None

d) Other: see Tender documents

8. Disputes Resolution

a) By Amicable settlement

b) Adjudication (Adhoc), if (a) fails

Section 3: Instructions to Tender

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Instructions to Tenderers

A General

1 Definitions

In these Instructions to Tenderers, words and expressions shall have the meanings assigned to them in the various parts of the Tender Documents and, in addition, the following words and expressions shall have the meanings assigned to them hereunder:-

(a) "Addendum" and "Addendum to Tender" mean any document so entitled and pertaining to the Tender as may be issued by the Employer to prospective tenderers at any time prior to the closing of tenders.

(b) "Alternative Tender" means a Tender submitted in addition to a Conforming Tender, in which a Tenderer offers an alternative to that of a Conforming Tender in respect of any part of the technical requirements of the Tender Documents, or the time for the completion of the Works, or in respect of any other requirements of the Tender Documents.

(c) "Authorised" means by or with the prior written instruction, consent or approval of the Employer or the Employer's Agent and "unauthorized" means the converse.

(d) "Closing of Tenders" means the time and date before which Tenders must be received by the Employer and after which no further Tenders will be accepted by the Employer.

(e) "Conforming Tender" means a Tender that is strictly in accordance with the Tender Document in all respects, without variation, addition, omission or qualification whatsoever.

(f) "Tenderer" means any person, firm or juristic party that submits a Tender to the Employer in response to the invitation issued or published by the Employer inviting the submission of tenders. In this document, the term 'Tenderer' is substitutable with the term 'Bidder'.

(g) "Tender Period" means the period between the issue by the Employer, of an invitation to submit tenders for the project or the issue of the Tender Documents, whichever is the earlier, and the Closing of Tenders.

(h) "Qualification" means any unauthorized addition, alteration, deletion or other amendment made by the Tenderer to the contents of the Tender Documents, which will or does result in any change or variation in the rights, obligations or liabilities of the parties in the tender process and/or in the subsequent contract, should the Tender be accepted.

1.1 **Interpretation**

1.1.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.1.2 These conditions of tender, the tender data and tender schedules are required for tender evaluation purposes, and shall form part of any contract arising from the invitation to tender.

2 Scope

2.1 The Government of Eswatini has appointed the Ministry of Economic Planning and Development, Microprojects Programme (MPP) as the implementing agency for the Renovation of a Pharmacy at Sithobela Health Centre, Renovation of a Clinic and Construction of a Screening Office at Mpuluzi Clinic and a Construction Of A Clinic at the Ngwenya Township-Phase 1 .This project is financed through the Government of Eswatini, Ministry of Health.

2.2 The Employer, as defined in the Tender Data, wishes to receive Tenders for the construction of Works, as described in Volume 2, hereinafter referred to as "the Works".

2.3 The successful Tenderer will be expected to complete the Works within the period stated in the Tender Data from the Date of Commencement of the Works.

2.4 Throughout these tender documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/tendered", "bidding/tendering", etc.) are synonymous; day means calendar day; singular also means plural.

3 Eligibility

3.1 Eligibility is to local Building Works Contractors registered with the Construction Industry Council (CIC), who holds a valid certificate issued by the Council according **B3 & B4 Category only.**

3.2 Tenders will only be accepted from a company which is registered in Eswatini and of which at least 60% of the controlling shares are owned by Swazi citizens.

3.3 Tenders shall not be awarded to a foreign firm unless in partnership or jointly with a Swazi company or firm wherein the Swazi company holds 30% minimum shares.

3.4 A Tenderer shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or have been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the Works, and any of its

affiliates shall not be eligible to bid.

3.5 A Tenderer that is under a declaration of ineligibility in accordance with Section 55 of the Public Procurement Act of 2011, at the date of contract award, shall be disqualified.

3.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4 Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

5 Site Visit

5.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

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

6 Lots

6.1 The works has got only **three lots;** the tenderer may submit a tender for all lots. The nature and size of the lots is described in the Bill of Quantities and Technical Specifications.

6.2Each Lot will form a separate contract and the quantities indicated for different lots will be indivisible . The tenderer must offer the whole of the quantity or quantities indicated for each lot Under no circumstances will tenders for part of the quantities required be taken into consideration.

6.3A tenderer may include in his tender the overall discount he would grant in the event of some or all of the lots for which he has submitted a tender being awarded to him. The discount should be clearly indicated in such a way that it can be announced at the public tender opening session.

6.4 Contracts will be awarded lot by lot, but the employer might choose the most favourable overall solution taking account of the discounts granted

7 Contract Period

7.1 The Time for Completion is indicated in the Contract Data.

B Tender documents

8 Contents of Tender Document

8.1 The documents comprising the Tender Dossier are contained in 5 Volumes as stated below, and should be read in conjunction with any addendum/addenda issued in accordance with Art. 9 of this Instruction to Tenderers:

VOLUME I TENDER DOSSIER

Section	Description
1	**Letter of invitation**
2	**Tender Data**
3	**Instructions to Tenders**
4	**General Conditions of Contract (not issued)**
5	**General Forms**
6	**Schedule of Supplementary information**
7	**Programme of Works and Method Statement**

VOLUME 2	PREAMBLES AND BILL OF QUANTITIES
VOLUME 3	JBCC PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA
VOLUME 4	ENVIRONMENTAL SPECIFICATIONS
VOLUME 5	TENDER DRAWINGS

9 Additional Information during the Procedure

9.1 The Employer will normally respond only to those queries or requests for clarifications, which have been received FIVE (5) or more working days prior to the final date set for submission of Tenders. Any query, request for clarification and other correspondence shall be sent simultaneously by e-mail, to the Employer at the addresses and contact numbers indicated in points 4(a) and (b) of the Tender Data. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.

9.2 Each addendum will, when issued, carry a tender number for reference purposes and contain a receipt slip which should be signed by Prospective Tenderers and returned to the Employer. Acknowledgement by e-mail is equally acceptable

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with

Art. Sub-Clause 22.2 below.

9.4 Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

C Preparation of Tenders

10 Language

10.1 The Tender, the Contract documents and all correspondence and documents relating to them, shall be in the English language.

11 Contents of the Tender

11.1 The Tender documents to be prepared and submitted by the Tenderer shall comprise:

- Certified copy of a valid registration certificate issued by CIC for Building works B3 **& B4** Category only,
- Original Government General Receipt as proof of purchase
- The tenderer's **ORIGINAL** valid Tax Compliance Certificate (for Government Tender),
- Certified copy of a valid Trading Licence,
- Letter of Authority for signatory to sign,
- **2,500.00** (Two Thousand five hundred Emalangeni) Tender Security in a form of a Bank Guaranteed Letter issued to Microprojects Programme. The format of the Tender Security is provided in the Tender Document,
- Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- The completed and signed Form of Tender in Volume 3 (Contract Data),
- An **ORIGINAL** signed Declaration of Attendance of the site visit, issued and signed by the Employer during site inspection (or pre-tender meeting),
- Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies, and
- Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies,
- The shareholders as listed in Form C should provide certified copies of identity documents. In the event the company submitting the Tender is owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.
- Tenderers tendering as joint ventures must submit a properly drawn up and notarised joint venture agreement. The Agreement must state the responsibilities of the partners and identify the person authorised to sign documents on behalf of the joint venture,

12 Tender Prices

12.1 The Contract shall be for the whole Works, as described in Volume 2 of the TD, based on the priced Bill of Quantities submitted by the Bidder.

12.2 Tenderers must include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 7 days before the closing time stated in the tender data.

12.3 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

12.4 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

12.5 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

12.6 The Tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

12.7 Tenderers must include in the rates, prices, and the tendered total an amount to employ at least five (5) youth workers (between the ages of 18 – 35) per site, who, at the start of construction, are neither employed nor engaged in education or training (NEET).

(a) A Tenderer shall provide all five (5) youth workers with on-the-job technical training and Certification of the acquired skill. The certification of the acquired skill, Trade Testing, shall be conducted by DVIT (Directorate of Industrial & Vocational Training).

(b) At the start of the construction phase of the project, the Client will provide the tools and protective gear needed for training for the five (5) youth workers. Tenderers are required to include the cost associated with the on-the-job technical training and certification of acquired skills on the total tender amount. The cost associated with this activity shall not be included in the rates, but shall be indicated as a separate line item in the BoQ.

(c) The Client shall assist in identifying the five (5) youth workers, and the contractor will be responsible for on-site practical work under his supervision

13 Currency of Tenders

13.1 Tender prices shall be expressed in the currency of Eswatini (Lilangeni) and shall take into account the provisions of this Tender Document.

13.2 Any Tender which is not expressed in the currency of Eswatini shall be rejected.

13.3 Evaluation will be made in Emalangeni.

13.4 The Eswatini Lilangeni and the South African Rand are both valid currencies in the state of the Employer; the Rand is not regarded as a foreign currency.

14 Period during which tenders are binding (Tender Validity)

14.1 Tenderers shall remain bound by their Tenders for a period of not less than **90 days** from the date set for the opening of the Tenders. Any Tender valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing.

14.3 If a tender security is requested in accordance with IT 15, the Tenderer granting the request shall also extend the tender security for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request shall not be required or permitted to modify its tender, except as provided in IT 14.4.

14.4 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction.

15 Tender Security

15.1 Tenderers shall provide a guarantee for the amount stipulated in Sub-Clause 11 of the IT as an earnest of their Tenders.

15.2 **The Tender Security shall:**

- **a) at the Tenderer's option, be in the form of either a letter for the bank, or a bank guarantee from a banking institution;**
- **b) be issued by a reputable institution selected by the Tenderer and approved by the Employer;**
- c) be in accordance with one of the forms of Tender security included in Section 4 or other format approved by the Employer prior to Tender submission;
- d) be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub-Clause 15.7 and 35.4 of the IT are invoked;
- e) be submitted in its original form; copies will not be accepted;
- f) remain valid for a period of 45 days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under Sub-Clause 22 of the IT.
- g) The Beneficiary shall be the Employer, Microprojects Programme Coordination Unit

15.3 The Tender security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

15.4 Any Tender not accompanied by an acceptable Tender security shall be rejected by the Employer as non-responsive.

15.5 The Tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 60 days after the expiration of the original period, or any subsequently extended period, of Tender validity.

15.6 The Tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security.

15.7 The Tender Security may be forfeited:

a) If the Tenderer withdraws its Tender, except as provided in Sub-Clause 24.1 of the IT; or

b) If the Tenderer has engaged in any fraudulent activity as described in Clause 35; or

c) If the Tenderer does not accept the correction of its Tender Price, pursuant to Sub-Clause 29.4 of the IT; or

d) In the case of a successful Tenderer, if he fails within the specified time limit to:

i. sign the Agreement, or

ii. furnish the required Performance Security.

15.8 The Tender Security of a JV must be in the name of the JV that submits the bid.

16 Variants

16.1 The Tenderer shall submit a Tender, which conforms to all the terms, conditions, specifications and other requirements of the Tender document.

16.2 Tenderers may, as an additional separate offer, submit one or more variant solutions. For such variant solutions, all necessary load cases shall be taken into consideration. Variant solutions shall be clearly marked as such, and should offer one or more of the following advantages:

¬ reduce the cost of the Works;

¬ reduce the time required to perform the Contract;

¬ contain any other admissible suggestions that could be of interest to the Employer.

16.3 However, variant solutions may never reduce the safety of the Works.

16.4 It should be noted that only variants of the lowest compliant Tender will be opened, in order to be administratively, technically and financially, evaluated. An acceptable variant solution will be considered as being equivalent administratively, as far as any financial Tender comparison is concerned.

16.5 When a Tenderer submits a "variant solution" Tender, which comprises variations to the design, the Tenderer shall provide a written undertaking that he is responsible for the design of the variant solution as well as an undertaking for the satisfactory construction and execution of the Works by way of the variant solution. The Tenderer shall also provide proof that the variant design has been checked and approved by a competent and qualified consultancy firm, subject to the approval of the Employer.

16.6 The variant solution must include a comprehensive and precise description of the parts of the tender documents which have been altered. The alternative tender should include full details of contractual conditions, specifications, drawings, calculations, environmental impacts and costs for the parts of the Works that have been altered in order to allow a fair technical and financial evaluation of the alternative proposal.

16.7 A variant solution shall be checked and assessed by the Employer before being approved. The Employer has the right to consider or to reject the variant solution(s). Variant solutions depending on unsubstantiated hypotheses will be rejected.

16.8 The Tenderer shall bear the cost of checks made by the Employer.

17 Proposed work programme and method statement

17.1 The Programme of Works for the performance of the Contract based on the following assumptions, (which are given solely for the purpose of comparative evaluation and do not relieve the Contractor in any way from responsibility for providing flexibility within his programme and methodology to cope with deviations from these assumptions):

i. Contract award: allow two (2) months after the final date for submission of Tenders,

ii. Light rains: May - September,

iii. Heavy rains: October - April.

17.2 This work programme shall also include the proposed methodology for carrying out the Works, and a bar-chart, subdivided into the principal construction activities, showing their duration and inter-relation, as well as rates of productivity and estimated quantities to be completed based on the proposed programme, plant and equipment.

17.3 Failure to submit a Programme of Works and a method statement shall result in disqualification of the tender by the Employer.

17.4 It will form the basis but be updated to form the Programme referred in the General Conditions of Contract.

18 Pre-Tender Visit

18.1 The Tenderer is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

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

18.3 If so specified in this tender document, the Tenderer's designated representative is invited to attend a pre-Bid meeting and/or a Site of works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

18.4 The Tenderer is requested, to submit any questions in writing, to reach the Employer not later than 48 hours before the meeting

18.5 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document. Any modification to the tender document that may become necessary as a result of the pre-Bid meeting shall

be made by the Employer exclusively through the issue of an addendum pursuant to IT 9 and not through the minutes of the pre-Bid meeting.

18.6 Nonattendance at the pre-Bid meeting will result to disqualification of a Bidder, unless otherwise specified in the tender document.

19 Signing of Tenders

19.1 All statements, forms, declarations and other documents to be prepared by the Tenderer shall be signed by a duly authorised and empowered person as required in the TD. The signature on the Tender, or any one of the documents included in the Tender, by persons for whom proof of authorisation to sign on behalf of the Tenderer or (where applicable) each party forming the Tenderer, has not been provided, shall result in the rejection of the Tender.

19.2 With regard to the authorisation required under Article 18.1 above, the Tenderer shall provide a document proving that the person who signs the Tender is his duly authorised agent and empowered to do so. For Tenderers tendering as a joint venture or grouping, separate documents for each party of the joint venture should be provided as well as for the agent representing the joint venture.

19.3 The Tender and its annexes shall be drawn up in a single original envelop bearing the word "ORIGINAL" with **one (1) copy** marked as "**COPY** and signed in the same way as the original.

19.4 In the case of Tenderers tendering as a joint venture or grouping, the documents to be prepared by each party of the joint venture shall be signed by a duly authorised person representing the corresponding party of the joint venture. Documents concerning the Tender shall be signed by a duly authorised representative of the joint venture.

20 Format of Tender

20.1 The Tenderers shall prepare one original of the documents comprising the Tender as described in Art. 8 of the IT.

20.2 The Tenderers shall prepare one original of the documents comprising the Tender as described in Art. 8 of the IT clearly marked "original". In addition, the Tenderer shall submit copies of the Tender, in the number specified in Art 19.3 of the IT and clearly marked "copies". In the event of any discrepancy between them, the original shall prevail.

20.3 The original and the copy of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Art 19.1 of the IT, as the case may be. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.

20.4 The Tender shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Tender.

20.5 Data presented by Tenderers in the form of computer print-outs where appropriate, are acceptable, but must be approved by the Employer before tender opening.

D Submission of Tenders

21 Sealing of Tenders

21.1 The Tenderer shall seal the original and the copy of the Tender in separate envelope, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.

21.2 The inner and outer envelopes shall:

- be addressed to the Employer at the address provided in the Tender data;
- bear the name and identification number of the Contract as defined in the Information for Tenderers; and
- provide a warning not to open before the time and date for Tender opening, as specified in the Information for Tenderers.

21.3 In addition to the identification required in Sub-Clause 21.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to Clause 23, and for matching purposes under Clause 19.

21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. If the outer envelope discloses the Tenderer's identity, the Employer will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.

21.5 In cases of differences of opinion or dispute, only the original shall be considered authentic.

21.6 The outer package (or packages) referred to above shall be sealed, bear the name and address of the Employer as given in the IT and be clearly marked:

"[The Proposed Renovation of a Pharmacy at Sithobela Health Centre, Renovation of a Clinic , Construction of a Screening Office at Mpuluzi Clinic and Construction of a Clinic –Phase 1

[H346/26401, H346/26602, H338/26201]

and with a warning

"NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION"

The inner envelope shall indicate the name and address of the Tenderer.

In the case where the Tenderer additionally submits a variant solution(s) the documents (original + 1 copy) shall be labelled:

"TENDER PRICE - VARIANT SOLUTION No. ..... "

and

"TECHNICAL PROPOSAL - VARIANT SOLUTION No. ..... "

in an envelope marked

"TENDER DOCUMENTS, VARIANT SOLUTION No……"

"ORIGINAL" or "COPY".

22 Deadline for submission of Tenders

22.1 The date, time (local time) and the address where Tenders must be received by the Employer is specified in the Tender Data.

22.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IT Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

23 Late Tenders

23.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed in Clause 22 will be returned unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer.

24 Modifications and Withdrawal of Tenders

24.1 The Tenderer may modify or withdraw its Tender after Tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Tenders.

24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 22, with the envelope additionally marked "modifications" or "withdrawal", as appropriate.

24.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.

24.4 Except as provided in this clause, withdrawal of a Tender during the interval between the deadline for submission of Tenders and expiration of the period of Tender validity specified in Clause 15 may result in the forfeiture of the Tender security pursuant to Sub-Clause 16.7.

25 One tender per Tenderer

25.1 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 or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Tenderer's participation to be disqualified.

E Tender opening and Evaluation

26 Tender opening

26.1 The Employer will open the Tenders, including withdrawals and modifications made pursuant to Clause 24, in the presence of Tenderers' designated representatives who choose to attend, at the time, date, and location stipulated in the Tender Data. Each Tenderer's representative who is present shall sign a register evidencing their attendance.

26.2 Envelopes marked "Withdrawal" shall be opened first, and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.

26.3 The Tenderers' names, the Tender Price, any discounts, tender modifications and withdrawals, the presence (or absence) and amount of tender security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at tender opening except for late tenders pursuant to Clause 23.

26.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 26.3.

26.5 Tenders not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

27 Process to be Confidential

27.1 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.

27.2 Any effort by a tenderer to influence the Employer's process of tender evaluation or award may result in the rejection of the Tenderer's tender.

28 Clarification of Tenders and Contacting the Employer

28.1 To assist in the examination, evaluation and comparison of tenders, the Employer may, at its discretion, ask any tenderer for clarification of its tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing by letter or by e-mail, 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 in accordance with Clause 29.

28.2 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tender, it should do so in writing.

28.3 Any effort by the Tenderer to influence the Employer in the Employer's tender evaluation, tender comparison, or Contract award decisions may result in the rejection of the Tenderer's Tender.

29 Correction of Errors

29.1 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:

29.1.1 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 obvious gross misplacement of the decimal point in the unit rate, in which case the item total as quoted will govern and the unit rate will be corrected;

29.1.2 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

29.1.3 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 (1) and (2) above.

29.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of the errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, its Tender will be rejected.

30 Evaluation and Comparison of Tenders

The Tender evaluation will be done by the Employer. There are Five stages of evaluation of this tender. The procedure for the evaluation of responsive tenders is detailed below:

30.1 **Stage 1: Compliance with tender requirements**

Check compliance of the bidders in completing the tender document. The determination of substantial responsiveness will be based on submission of the documents outline in accordance with Sub-Clause 11 of the IT and returnable schedules regarding the legal status of the Tenderer.

30.1.1 Any non-conformity, which is considered to be material, shall result in rejection of the tender and shall not be subject to technical evaluation.

30.1.2 Any non-conformity, which is considered to be non-material by the Employer shall not result in rejection of the tender.

30.1.3 A material non-conformity is one that:

a) affect in any substantial way the quality or delivery of the goods or the scope, quality, or execution of the services or works;
b) represents a substantial inconsistency with the Tender Document the rights of the Employer or, the obligations of the Tenderer under the Contract; or
c) would affect unfairly the competitive position of other Tenderers presenting substantial responsive tenders where the non-conformity may be rectified, such may be permitted by the evaluation committee as it deems fit.

30.1.4 In Stage 2 of the evaluation, the Employer will evaluate and compare only the Tenders determined to be substantially responsive.

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

30.2 **Stage 2: Technical Capacity**

30.2.1 In Stage 2 of the evaluation, the Employer will evaluate and compare only the tenders determined to be substantially responsive.

30.2.2 Checking the Tenderer's capacity to carry out the works as described in the tender document, Tenderers shall include the following information and documents with their tender:

i. Plant and Equipment:

a. The list of Plant and Equipment listed below must be supported with project specific lease agreement(s) and/or copies of proof of ownership documents. The Tenderer shall submit proposals for the timely acquisition (own, lease, hire, etc.) of this essential plant and equipment. Additional plant and equipment, not listed in the table below, but are required for the execution of the works shall be included in the rates, prices, and total Tender price submitted by the Tenderer.

Name of Plant and Equipment	Minimum No. that is Required	Devolved Score
LDV	2	2
Dump/Tipper Truck 10 ton	2	2
Flat body truck 4ton	2	2
Mobile Tanker (water)	2	2
Water Pump for construction	2	2
TOTAL		10

b. Additional plant and equipment, not listed in the table above, but required for the execution of the contract shall be included in the rates, prices, and total Tender price submitted by the Tenderer.

ii. Human Resource:

a. The Tenderer shall make rational proposals for site staffing, should the Contract be awarded to him. These proposals will be deemed to be made in good faith and to bind the Tenderer to provide the key staff of the caliber and number shown below:

Designation	Minimum Required No.	Minimum Qualification	Minimum Years of Experience	Devolved score
Director	1	Diploma in any field within the built environment	5	5
Site Agent	1	Diploma in any field within the built environment	5	5
SHEQ Officer	1	Diploma in SHEQ, Environmental Management or related field	5	5
Foreman	1	Diploma in any field within the built environment	5	5
Block layer	2	Grade 1	5	5
Carpenter	1	Grade 1	5	5
TOTAL				**30**

b. The Bidder must submit with this Tender, certified copies of qualifications and CVs of the personnel outlined in the table above. Additional key site management and technical personnel, not listed in the table above, but required for the execution of the contract shall be included in the rates, prices, and total Tender price submitted by the Tenderer.

iii. Previous Relevant Experience:

a. Total monetary value of construction works performed in Eswatini for each of the last five years. To qualify for award of the Contract, the bidder must have experience as prime contractor in the construction of at least **three (3)** projects of works of at least **SZL 15,000,000.00 (Fifteen Million Emalangeni)** for all the projects over a period of **five (5)** years for Lot 1 & 2 and **SZL 7,000,000.00 (Seven Million Emalangeni)** for all the projects over a period of **five (5)** years for Lot 3.

b. Experience in works of a similar nature and size for each of the last **five (5)** years in Eswatini, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts. To qualify for award of the Contract, the bidder must have experience as prime contractor in the construction of at least **three (3)** projects of works of a nature and complexity equivalent to **SZL 10,000,000.00 (Ten Million Emalangeni)** for all the projects over a period of **five (5)** years for Lot 1 & 2, **SZL 5 000,000.00 (Five Million Emalangeni)** for all the projects for Lot 3. The previous relevant work satisfactorily carried out by the Tenderer must be supported with copies of Construction Completion Certificates.

EVALUATION CRITERIA	DEVOLVED SCORE
GENERAL CONSTRUCTION EXPERIENCE (12 POINTS)	
Project of similar magnitude (monetary value) 1	4
Project of similar magnitude (monetary value) 2	4
Project of similar magnitude (monetary value) 3	4
SPECIFIC CONSTRUCTION EXPERIENCE (13 POINTS)	
Project of similar nature & monetary value 1	4
Project of similar nature & monetary value 2	4
Project of similar nature & monetary value 3	5
TOTAL	**25**

c. The similarity of the contracts shall be based on: contracts of similar complexity, similar construction method and/or similar technology.

iv. Financial Capabilities:

a. Reports on the financial standing of the Tenderer, such as profit and loss statements and Audited Financial statements for the **past three financial years**. The audited balance sheets must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability

b. Best annual construction turnover of **SZL 5,000,000.00 (five million Emalangeni)**, calculated as total certified payments received for contracts in progress and/or completed over a period of **Five (5) Years**;

c. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources). To qualify for award of the Contract, the bidder must have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than **E500,000.00 (Five Hundred Thousand Emalangeni)**.

EVALUATION CRITERIA	DEVOLVED SCORE
Acid Ratio calculated from audited balance sheets	10
Best annual turnover	5
Cashflow requirements	15
TOTAL	**30**

d. The Employer reserves the right, after consultation with the Tenderer, to approach the Tenderer's bankers or Auditor in order to verify the reports required in (a, b and c) above.

v. Works Programme & Method Statement

a. A detailed description of the proposed work method and schedule, including drawings and charts, as necessary;

b. Failure to submit a Programme of Works together with a method statement shall result in disqualification of the tender.

30.2.3 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TD:

i. the tender shall include all the information listed in IT Sub-Clause 30.1 and Sub-Clause 30.2.1 above for each joint venture partner;

ii. the tender shall be signed so as to be legally binding on all partners;

iii. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

iv. one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

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

vi. a copy of the signed and notarized Joint Venture Agreement entered into by the partners shall be submitted with the tender.

30.2.4 The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's Financial Capacity; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of the required minimum qualifying criteria for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in a zero (0) score on financial capacity of the joint venture's Bid.

30.2.5 Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the TD.

30.2.6 The information required above will be used to evaluate tenders based on the weighted criteria shown below:

Technical Capacity	**100 points**
Plant and Equipment	10 points
Human Resource	30 points
Previous Relevant Experience	25 points
Financial Capacity	30 points
Works Programme & Method Statement	5 points

The minimum qualifying score on technical capacity is **70** points. Tenderers scoring below **70** points will be deemed not to have adequate technical capacity to complete the work and their tenders will be set aside.

30.3 **Stage 3: Post Qualification**

30.3.1 Where appropriate, a post-qualification may be undertaken to authenticate whether the technically responsive Tenderers have the capability and resources to effectively carry out the contract. Tenderers will be informed at least 48 hours prior to the date of the Post qualification evaluation.

30.3.2 During post-qualification, the Evaluation Committee shall:

i. Verify the information submitted by the Tenderer(s) who obtain a Technical Capacity Score above 70 points. The post-qualification criteria will focus on:

a) physical condition and functionality of plant and equipment required for the execution of the contract. This evaluation will be limited only to plant and equipment found in Eswatini;

b) confirmation of qualification and experience of key site management and technical personnel proposed for the Contract;

c) evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments,

d) physical inspection of projects of a nature and complexity equivalent to the Works executed in the past years as prime contractor (to comply with this requirement, works cited should be at least 70 percent complete);

e) The site management team will be required to make a presentation of the programme and Method statement. The evaluation committee will then assess if the tender has clear understanding of the financing, quality and time requirements of the project.

f) evaluation of Tenderer's physical premises and any other verification exercise that might be deemed necessary by the evaluation committee but with clear justification.

ii. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of IT Sub-Clauses 30.3; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of IT Sub-Clauses 30.3.2 (c) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid.

30.3.3 The following formula will be used to calculate the points for post-qualification in respect of Tenderers which obtained the minimum qualifying score on technical capacity. The maximum possible number of tender evaluation points for the post qualification evaluation is 100 points.

$$S_{post} = S_0 \times {}^{S_B}/_{S_M}$$

Where:

S_0 is the percentage score given to the post qualification evaluation and equals 100

S_B is the score of post-qualification evaluation allocated to the submission under consideration,

S_M is the maximum possible score for post-qualification in respect of a submission

30.3.4 The two scores (technical capacity and post-qualification) will be averaged and the Combined Technical Capacity of the tenders determined.

30.3.5 The minimum qualifying score for the Combined Technical Capacity is 70 points. Tenderers scoring below 70 points on the Combined Technical Capacity will be deemed not to have adequate technical capacity to complete the work and their bids will be set aside.

30.3.6 Where a post-qualification was not undertaken, the technical capacity score calculated in Clause 30.2 shall be used in the next evaluation stage.

30.4 **Stage 4: Evaluation of Tender Price:**

The fourth stage checks the tender price offer as presented in the offer form of the tender document after checking for any arithmetic errors. In evaluating the Tenders, the Employer will determine from each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to Clause 29;

b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary of Bill of Quantities, where priced competitively;

c) converting the amount resulting from applying (a) and (b) above and (f) below, if relevant, to a single currency in accordance with Clause 13;

d) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations;

e) making an allowance for varying times for completion offered by Tenderers; and

f) applying any discounts offered by the Tenderer for the award of more than one contract, if tendering for this Contract is being done concurrently with other Contracts.

30.4.1 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Tendering documents shall not be taken into account in Tender evaluation.

30.4.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, or other method proposed by the Tenderer, applied over the period of execution of the Contract, will be taken into account in Tender evaluation.

30.5 **Stage 5: Award Criteria**

30.5.1 Subject to Clause 30.5.2, the Employer shall award the Contract to the Tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price, provided that such Tenderer has been determined to be (a) compliant with the tender requirements in accordance with the provisions of Clause 30.1, and (b) have adequate technical capacity to complete the work in accordance with the provisions of Clause 30.2 and 30.3.

30.5.2 Notwithstanding Clause 30.5.1, the Employer reserves the right to accept or reject any tender, and to cancel the tendering 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.

30.5.3 Tenders shall be compared by ranking them according to their evaluated price and determining the tender with the lowest evaluated price, which shall be the best evaluated tender.

30.5.4 Where the tender document includes more than one lot and permits tenderers to offer discounts, which are conditional on the award of one or more lots, the evaluation committee shall conduct a further financial evaluation, to determine the lowest evaluated combination of tenders.

30.5.5 The Employer reserves the right not to award the tender to a Tenderer with an ongoing contract or contracts and/or recently awarded a tender or tenders by the Employer, without thereby incurring any liability to the affected Tenderer or Tenderers. In such an occurrence, the next ranked Tenderer shall be considered for award of the tender.

30.5.6 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

30.5.7 Where a tender is uneconomically priced without justification, the evaluation committee may recommend the rejection of the tender. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in Clause 35 be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

30.5.8 In the event the evaluated price of the lowest responsive tender does not fall within 10% deviation from the Engineer's estimate and/or the available budget, the Employer will take a decision on the evaluation of the Tenderers.

31 Conditions of Contract

31.1 The Conditions of Contract will be based on the widely-recognised publication entitled "The Joint Building Contracts Committee (JBCC) Edition 6.2, (MAY 2018)

F AWARD OF THE CONTRACT

32 Notification of Award

32.1 The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in Clause 30.

32.2 The contract award decision shall be taken by the Employer, but the award decision does not constitute a contract.

32.3 Following the contract award decision, the Employer shall prepare a notice indicating the name of the best evaluated Tenderer, the value of the proposed contract and any evaluation scores. The notice shall be sent by fax or email or in person directly to all Tenderers who submitted tenders.

32.4 The Employer shall allow a period of at least ten (10) working days to elapse from the date of despatch and publication of the notice in accordance with subsection (32.3) before a contract is awarded.

32.5 The provisions of subsections (32.3) and (32.4) shall not apply in any other circumstances specified in the invitation document.

33 Contract Agreement

33.1 At the same time that the Employer notifies the successful Tenderer that its Tender has been accepted, the Employer will send the Tenderer the Contract Agreement in the form provided in the Tender Documents, incorporating all agreements between the parties.

33.2 The successful Tenderer shall sign the Agreement, within the timelines provided in the Contract Data, and return it to the Employer, together with the required Contract Works Insurances.

34 Payments

34.1 Payments will be made within 90 days after approval of the payment certificate by the Employer's Agent. Payments shall be made according the stages of completed works. Retention shall be withheld in each payment in accordance with the provision of the construction contract.

34.2 Nominated sub-contractors shall be paid directly by the Employer within 90 days of the date of approval of the payment certificate by the main contractor and the Principal Agent.

34.3 The Employer may issue an advance payment to the Contractor. The Contractor shall provide a guarantee equal in value to the aggregate amount of all such advance payments.

35 Performance Security

35.1 After the contract is awarded by the Employer, the successful Tenderer shall, within the timelines stipulated in the contract data, furnish the Employer with a Construction Guarantee in the form included in the tender document.

35.2 If the Construction Guarantee is to be provided by the successful Tenderer in the form of a bank guarantee, it shall be issued either:

a) at the Tenderer's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or

b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.

35.3 The Construction Guarantee may also be provided by the successful Tenderer in form of a bond, in which case it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer.

35.4 Failure by the successful Tenderer to comply with the requirements of Clause 33 and/or 35 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Tender Security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked Tenderer.

36 Dispute Resolution Method

36.1 Disputes will be resolved through Amicable Settlement or Adjudication (Adhoc), if Amicable settlement fails.

37 Corrupt or Fraudulent Practices

37.1 The Employer requires that Tenderers/Suppliers/Contractors under Eswatini Government-financed contracts, to observe the highest standard of ethics during the procurement and execution of such

contracts. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract financed by any of the Employer mentioned in the Tender Document if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in the execution of, any other contract financed by said Employer.

37.2 Tenderers shall be aware of the provision stated in Sub-Clause 15.1 concerning forfeiture of the Tender Security.

38 Checking Designs and Bills of Quantities

38.1 While every effort has been made to have correct designs, drawings and bills of quantities, it is incumbent upon the winning contractor to check these soon after award of contract and satisfy themselves so that orders for material can be placed as soon as possible. It is expected that these verifications are done within two weeks of contract award and this time is within the time for completion of the contract

38.2 All drawings issued for construction, including revised drawings must at least bear the signature of the Principal Agent. The Contractor must ensure that he only executes drawings with this signature, otherwise any error or deviation emanating from a drawing without this signature shall be considered the negligence of the Contractor and therefore liability shall be apportioned to the Contractor.

39 As-Built Drawings

39.1 The Contractor shall produce as-built drawings and update his drawings during construction. The complete set of as-built drawings shall be submitted to the Employer's Agent before issuing a Certificate of Completion. A sum is to be provided for in the bill of quantities.

39.2 All drawings shall be submitted to the Employer as both soft (DWG format) and 3 x AO hard copies.

Section 4: Conditions of Contract for Construction

The Joint Building Contracts Committee

(JBCC)

Principal Building Agreement

Edition 6.2 - May 2018

The Tenderer is deemed to have read, fully understood and accepted the General Conditions of Contract.

The General Conditions of Contract are not issued with this document but are obtainable from: -

Physical Address:

Building L, Central Park Offices,
400 16th Rd, Randjespark
Midrand, 1685,
South Africa

Mail & Internet:
E-mail: reception@jbcc.co.za
https://jbcc.co.za/

Contact Numbers:
+27 11 482 3102

Section 5: Standard Forms

5.1 DECLARATION OF ELIGIBILITY

In accordance with the requirements of the Public Procurement Act of 2011 and the Procurement Regulations issued in accordance with the terms of Section 26 of the Finance and Audit Act No. 18 of 1967 all Tenderers must meet the following criteria, to be eligible to participate in public procurement

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

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic ,
Construction of a Screening Office at Mpuluzi Clinic and Construction of a Clinic – Phase1

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

In accordance with the eligibility requirements of the 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 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 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

(e) That we conform to the codes of conduct promulgated by the Eswatini Public Procurement Regulatory Agency under section 60 of the Public Procurement Act of 2011.

Signed: ……..

Date: ……..

Company stamp:

5.2 PROTECTION OF THE ENVIRONMENT

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic , Construction of a Screening Office at Mpuluzi Clinic and Construction of a Clinic-Phase1 at the Ngwenya Township

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

The contractor will not be given access to the site unless this form has been signed

I/We……(contractor), record as follows:

1. I/We the undersigned, do hereby declare that I/we are aware of the increasing requirement by society and environmental legislation, that development activities of any kind shall be carried out with due regard to their impact on the environment.

2. In view of this requirement of society and legislation, and a corresponding requirement by the employer with regard to this contract, I/we shall comply with the terms of the contract dealing with environmental management.

3. In the spirit of such requirements, I/we shall, in selecting appropriate employees, plant, materials and methods of construction, is so far as I/we have the choice, include in the analysis not only the technical and economic aspects, but also the impact on the environment of the options. In this regard, I/we recognize and accept the need to abide by the 'precautionary principle', which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive approach to development in the face of uncertainty.

4. I/We acknowledge and accept the right of the employer to deduct from any amounts due to me/us, as a result of my failure to protect the environment

5. Officer shall certify as being warranted in view of my/our failure to comply with the terms of the contract dealing with the protection of the environment, subject to the following:
    - The Environmental Compliance Officer (ECO), in determining the amount of such a fine, shall take into account *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the contractor's overall compliance with environmental conservation requirements, and in particular, the extent to which he considers it necessary to impose a fine in order to eliminate/reduce future occurrences.
    - The ECO shall, with respect to any fine imposed, provide me/us with a written statement giving details of the offence, the facts on which he has based his assessment and the terms of the contract (by reference to the specific clause) which has been contravened.

DATE **SIGNATURE OF TENDERER**

5.3 FORM OF TENDER SECURITY

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic , Construction of a Screening Office at Mpuluzi Clinic and Construction of a Clinic –Phase1 at the Ngwenya Township

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

We have been informed that …….

(hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we ……. (name of bank), ……. ……hereby irrevocably undertake to pay you the Beneficiary/Employer, any sum or sums not exceeding in total the amount of …….. upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or
d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 60 days after the expiry of the validity, including any extension of the validity, of the Letter of Tender), when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date……. Signature(s)……

5.4 FORM OF PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINATIONS

"Guarantor" means:…….....……

Physical address:…….....……

"Employer" means:…….....

"Contractor" means:…….....

"Employer's Agent" means:…….....

"Works" means…….....

"Site" means:…….....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of E…….....…… Amount in words:…….....

"Guaranteed Sum" means: The maximum aggregate amount of E…….....…… Amount in words:…….....

"Expiry Date" means:…….....……

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificate, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and /or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor 's physical address with a copy to the Contract stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contract's default and that this Performance Guarantee is called up in terms of 5: or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa THE Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Acts No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness Signatory (2) .....

5.5 FORM OF PERFORMANCE SECURITY SURETY BOND

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic , Construction of a Screening Office at Mpuluzi Clinic and The Construction of a Clinic at The Ngwenya Township

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

(together with successors and assigns, all as defined in the Contract as the Employer). By this Bond, ……(name and address of contractor)……

(who is the contractor under such Contract) as Principal and……..

……(name and address of guarantor) ……..

…… as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of: ……(the "Bond Amount": 10% of the Accepted Contract Amount) …….

for the due performance of all such Principal's obligation and liabilities under the Contract. (Such Bond Amount shall be reduced by 80% upon the issue of the taking over certificate for the whole of the works under clause 10 of the conditions of the Contract).

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any Contractual Obligation, or upon the occurrence of any of the events and circumstances listed in sub-clause 15.2 of the conditions of the Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances. However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by Guarantor on or before (the date six months after the expected expiry of the Defects Notification Period for the Works) when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Wherefore this Bond has been issued by the Principal and the Guarantor on (date)

Signature(s) for and on behalf of the Principal

Signature(s) for and on behalf of the Guarantor

5.6 FORM OF ADVANCE PAYMENT GUARANTEE

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic , Construction of a Screening Office at Mpuluzi Clinic and The Construction of a Clinic – Phase1 at the Ngwenya Township

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

We have been informed that ……

(hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we ……..…….(name of bank) ……

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of …… (the "guaranteed amount", 10% of Accepted Contract Amount) ……..upon receipt of by us of your demand in writing and your written statement stating:

a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and

b) the amount which the Principal has failed to repay

This guarantee shall become effective upon receipt (of the first instalment) of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under Sub-clause 14.6 of the conditions of Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time for Completion) …… (the "expiry date"), ……. when this guarantee shall expire and shall be returned to us. We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended. This guarantee shall be governed by the laws of Eswatini and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date……...Signature(s)…….

5.7 FORM OF RETENTION MONEY GUARANTEE

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic Construction of a Screening Office at Mpuluzi Clinic and The Construction of a Clinic – Phase1 at The Ngwenya Township

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

We have been informed that …… (hereinafter called the "Principal") ……

…….……is your contractor under such Contract and wishes to receive early payment of the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we …… (name of bank) ……..……hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of …….. (the "guaranteed amount", say: 10% of the Accepted Contract Amount) ……upon receipt by us of your demand in writing and your written statement stating:

a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and

b) the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under Sub-clause 14.6 of the conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Defects Notification Period for the Works) …(the "expiry date") ..……, when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Eswatini and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date……. Signature(s)……...

5.8 DISCLOSURE STATEMENT

Please note that words in italics within brackets are items which should be state.

(Date)

Contract: .....

Contractor: .....

Employer: .....

Employer's Agent: .....

Dear Sirs

I am willing and available to serve as (*ad-hoc/standing)* Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with project.

I do not have any financial connections with the Contractor, Employer or Employer's Agent.

I am not currently employed by connections with the Contractor, Employer or Employer's Agent.

I do not have any financial connections with the Contractor, Employer or Employer's Agent.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived any changes in the above position which could affect my impartiality or be perceived to affect some.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

5.9 POWER OF ATTORNEY

Fund: The Government of Eswatini – Ministry of Health

Contract: Renovation of a Pharmacy at Sithobela Health Centre, renovation of a Clinic , Construction of a Screening Office at Mpuluzi Clinic and The Construction of a Clinic – Phase1 at The Ngwenya Township

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Old Ministry of Finance Building Corner of Lusutfu Road and Umlilo Street, Mbabane

Tender Reference No: H346/26001

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

By Resolution of the Board of Directors at a meeting held:

at _____

on _____

Mr/Mrs/Ms _____

has been duly authorised to sign all documents in connection with Tender Name. .....

.... on behalf of

Name of Tenderer _____
(Block capitals)

SIGNED ON BEHALF OF BOARD OF DIRECTORS (CHAIRMAN):

_____

SIGNATURE OF SIGNATORY: _____

DATE: _____

Company stamp:

Section 6: Schedules of Supplementary Information

Schedule 1: Bidder Information Form

Date: _____ Tender No. and title: _____ Page _____of _____pages Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, ☐ In case of JV, letter of intent to form JV or JV agreement 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Schedule 2: Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
Tender No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Schedule 3: Plant and Equipment – Form PE-1

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key plant and equipment listed in **Section 3 of Volume 1 of the Tender Document (Instructions to Tender)**. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

The list of key equipment listed below must be supported with project specific lease agreement(s) and/or copies of proof of ownership documents.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment (a) ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements (the Bidder shall attach a copy of agreement)	Details of rental / lease / manufacture agreements specific to the project	

Schedule 4: Human Resource

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the form below for each candidate. A separate Form shall be prepared for each position listed in **Section 3 of Volume 1 of the Tender Document (Instructions to Tender)**.

Key Personnel (Form HR – 1)

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Resume and Declaration – Form HR-2

Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form HR-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
Details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

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

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form HR-2 correctly describes myself, my qualifications and my experience.

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

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Key Personnel is available to work on this contract]*
Time commitment:	*[insert the number of days/week/months/ that this Key Personnel will be engaged]*

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

(a) be taken into consideration during Bid evaluation;

(b) result to my disqualification from participating in the Bid;

(c) result to my dismissal from the contract.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Schedule 5: Previous Relevant Experience

General Construction Experience – Form EXP – 1.1

Bidder's Name: _____
Date: _____
JV Member's Name_____
Tender No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 1.2

Specific Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Tender No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			SZL	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

Form EXP – 1.2 (cont.)

Specific Construction Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Section 3 of Volume 1 of the Tender Document (Instructions to Tender)	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP – 1.3

Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name[1] : _____
Tender No. and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information in this form

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			SZL	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address: Telephone/fax number E-mail:				

Schedule 6: Financial Situation and Performance (Form FIN – 1.1)

[1] If applicable

1. Financial data

Type of Financial information in (SZL)	**Historic information for previous** _____*years,* _____ **(amount in SZL)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (SZL)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for ***Three (3)*** years pursuant to Section 3 of Volume 1 of the Tender Document (Instructions to Tender). The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[2] for the ***Three (3)*** **years** required above; and complying with the requirements

Form FIN – 1.2

Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
Tender No. and title: _____
Page _____of _____pages

		Annual turnover data (construction only)	
Year	**Amount** **Currency**	**Exchange rate**	**SZL equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section 3 of Volume 1 of the Tender Document (Instructions to Tender)

Form FIN – 1.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section 3 of Volume 1 of the Tender Document (Instructions to Tender)

Financial Resources		
No.	**Source of financing**	**Amount (SZL)**
1		
2		
3		

Form FIN – 1.4

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [SZL]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [SZL)]**
1					
2					
3					
4					
5					

Schedule 7: Site Organization

[insert Site Organization information]

The Bidder shall provide one CV using the form provided together with copies of qualifications for each of the key positions of the Bidder's Personnel indicated below, together with the reasonable estimate of the number of each class of Bidder's Personnel it will commit to the project. No alternative CV shall be permitted for any position and the Bidder is bound to provide the person indicated in the bid unless under exceptional circumstances.

As a minimum, CV's must be provided for Key Personnel for the following positions, using the forms provided for that purpose:

I (We) set out below details of the site management organization, together with identification and Curriculum Vitae ("CV") for each key member for each of the construction operations.

[*In addition, the Tenderer shall provide information on subcontracting components of the Works.*]

Schedule 8: Method Statement

[insert Method Statement]

In the method statements, the Bidders shall describe how the project will be executed in terms of major components and his allocated teams. It should be consistent with his proposed programme.

I (We) set out below details of construction method statement for each of the construction operations.

Schedule 9: Mobilization Schedule

[insert Mobilization Schedule]

I (We) set out below a detailed time programme including a mobilisation schedule of a maximum of fourteen (14) days indicating the mobilisation of Personnel, Contractor's Equipment, Materials and the like corresponding to the Construction Schedule operations.

Schedule 10: Construction Schedule (Programme of Works)

[insert Construction Schedule]

The Bider shall submit a Preliminary Programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract. Bidders are to allow for this in their bid as no claim will be entertained at a later stage.

I (We) set out below a detailed time programme including each of the construction operations.

Schedule 11: Dayworks / Rates

The Tenderer is required to state below the price rates to be used in evaluating work done on a daywork basis. Where there is conflict between any Daywork rates which may have been included in the Bill of Quantities and rates in this Daywork Bill, the rates quoted in the Bill of Quantities shall take precedence.

The rates quoted are to cover site supervision, superintendence, site staff, insurances, holidays with pay, travelling allowance or costs (transport of men by Contractor's transport), lodging and any other allowances and emoluments, all other overhead charges and profit. Rates for labour are to include for the use and maintenance of hand tools and appliances (but not sharpening of tools), non-mechanical plant and equipment such as ladders, trestles, stages, bankers, hand pumps, scaffolding, temporary track, wagons, skips and all similar items, unless these are used or set up exclusively for daywork. Rates for materials are to include for delivery and unloading at the Contractor's main site store or, if material can be delivered directly to the point of daywork operations, for delivery and unloading at that point. The rates for mechanically operated plant and vehicles are to include for plant operators, drivers, consumable stores, fuel and maintenance and will be held to be applicable not only to such plant as may be available upon the site but also to such mechanically operated plant and vehicles brought onto site by written instruction of the Employer, in which event the Contractor will be paid the costs of transporting the plant, so ordered by the Employer, to and from the site; the relevant transport costs having been agreed as between the Employer and the Contractor before such plant is brought onto site.

In calculating the value of daywork the percentage allowances quoted in the Appendix in respect of labour and materials will not be added to the rates quoted below. The plant, labour and materials employed on daywork executed at the rates quoted below shall be included in the total for which any variation of price is claimed in terms of the General Conditions of Contract.

In the event of the payment of overtime being authorised by the Employer in respect of daywork, the rates quoted hereunder for labour will be increased in the same proportion as the workmen's actual wages, i.e. if a workman on daywork is paid time and a half the Contractor will be paid at 1½ times the quoted rate for that man.

The Employer retains the right to request a detailed breakdown of the make-up of any day-work rate and, after consultation with the Contractor, to adjust such rate should it be shown to be unreasonable.

Description	Average Number of Personnel / Hours Proposed	Basic Rate (SZL)	Total of All Allowances (SZL)
Foreman			
Pipe layer			
Plumber or drain-layer			
Welder			
Semi-skilled labourer			
General Labourer			
Watchman			
Concrete (25 MPa)			
Grouted Stone Pitching (150 mm thick)			
Steel Reinforcing Mesh Ref 395			
Compressor,			
3 ton delivery vehicle			
5 m^3 Tipper truck			
Light Delivery Vehicle (LDV)			
Tractor-Loader-Backhoe (TLB)			
Dewatering pump complete with generator (or petrol/diesel/air driven) and accessories 3 kW			
Mobile electric welding sets complete with generators and all accessories.			

The above rates are deemed to be those in force 30 days prior to the date set for the submission of the Tenders. The Tenderer's attention is drawn to the fact that the above list is not exhaustive. It is the Tenderer's responsibility to add to the list as necessary. If the cost or contribution in one or more columns or rows is zero, the Tenderer should explicitly state "0".

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ……..…… on ……..…… at ..……..…

(full name and position)

Schedule 12: Attachments to Tender Document

Attachments by tenderer

Attachment No.	Attachment Name / Drawing No.	Details

Section 10: Programme of Works

Attach proposed work programme together with method statement for the performance of the Contract here!!

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