THE GOVERNMENT OF THE KINGDOM OF ESWATINI

Ministry of Economic Planning & Development
Microprojects Programme
P.O. Box 2122
MBABANE

.

The Rehabilitation of Phumelelani Benguni Pumping Main & Pump

Tender No. C512/26207

TENDER DOCUMENT

Volume 1 - Tender Dossier, Volume 2 - Preamble and Bill of Quantities, Volume 3 - Technical Specifications, Volume 4 – Environmental Specifications, Volume 5 - Drawings

---

NAME OF TENDERER: .....

AMOUNT: …….

---

1. Tender Closing Date: 7th December 2026 at 10am

MPCUSDBrev02.23/CIVI

VOLUME 1 of 5

TENDER DOSSIER

Section	Description
1	**Letter of Invitation**
2	**Tender Data**
3	**Instructions to Tenderers (IT)**
4	**Contract Agreement (CA)**
5	**General Conditions of Contract (not issued)**
6	**Particular Conditions (PC)**
7	**Standard Forms** **7.1 Declaration of Eligibility** **7.2 Protection of the Environment** **7.3 Form of Tender Security** **7.4 Form of Performance Guarantee** **7.5 Form of Performance Security Surety Bond** **7.6 Form of Advance Payment Guarantee** **7.7 Form of Retention Money Guarantee** **7.8 Disclosure Statement** **7.9 Power of Attorney**
8	**Schedules of Supplementary Information**
9	**Contract Data**
10	**Programme of Works and Method Statement**

VOLUME 2 PREAMBLE and BILL of QUANTITIES

VOLUME 3 TECHNICAL SPECIFICATION

VOLUME 4 ENVIRONMENTAL SPECIFICATION

VOLUME 5 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

Tender Number: C512/26207 **28th October 2026**

Dear Tenderer

INVITATION TO TENDER FOR;

The Rehabilitation of Phumelelani Benguni Pumping Main & Pump - (C512 / 26207)

Tenderers are invited from locally registered Civil Engineering Contractors, for The Rehabilitation of Phumelelani Benguni Pumping Main & Pump located at Nkambeni, under Madlangemphisi Inkhundla in the Hhohho region. Only firms that hold a valid registration certificate issued by the Construction Industry Council (CIC), **Category C4 only,** 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 experience and current work load.

- Original Government General Receipt as proof of purchase,
- Certified copy of a valid registration certificate issued by CIC for General Civil Engineering Works, Category **C4 only.**
- 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,
- E3, 000.00 (Three Thousand Emalangeni) Tender Security in a form of a Bank Guaranteed letter or letter of credit issued to Microprojects Programme. The format of the Tender Security is provided in Section 7.3,
- Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- The completed and signed Form of Tender and appendix thereto,

- Police Clearance for all Company Directors
- An **ORIGINAL** signed Declaration of Attendance of the site visit, issued and signed by the Employer during site inspection
- 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,

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

Tender Documents will be available from **8:30am** to **4.00pm** from Monday, 9th November 2026 and may be collected from:

Microprojects Programme
Old Ministry of Finance Building
Opposite the Government Hospital Blood Bank Gate
Above Eswatini National Fire and Emergency Services
Mbabane

The tender document is in English and may be purchased by interested eligible Bidders upon payment of a non-refundable fee of **E500.00 (Five Hundred Emalangeni only)**. 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 compulsory site inspections on the following dates:

IDENTIFICATION	DATE AND TIME OF SITE INSPECTION	MEETING PLACE
The Rehabilitation of Phumelelani Benguni Pumping Main & Pump (C512/26207)	Tuesday, 10th November 2026 at 10am	MR5 outside entrance to Bhalekane Correctional Services 26°04'06.63"S 31°33'37.90"E

Note that Tenderers who will not attend site inspections will not be evaluated.

- **Date of tender submission and opening: Monday, 7th December 2026.**
- **Time for submission: 10am PROMPT Eswatini time**
- **Time for Opening: 10:05am Eswatini time**

Completed tenders should be delivered in a sealed envelope to Microprojects Programme Coordination Unit's Office and the envelope should only show the Project Name, 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 the Head of Water Department **at Tel: 7621 5945 or 7808 1073, email:** makhosi@microprojects.org.sz copy thami@microprojects.org.sz

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

Yours Sincerely

Sibusiso T. Mbingo
Director - Microprojects

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	Ministry of Economic Planning and Development, Microprojects
Employer - local office	The Director's Office, Ground Floor, Microprojects Programme Offices, Old Ministry of Finance Building, Opposite the Government Hospital Blood Bank Gate, Above Eswatini National Fire and Emergency Services, Mbabane Eswatini
Employer's Agent	Water Department, Microprojects Programme Coordination Unit (MPCU), 4th floor Microprojects Offices, Old Ministry of Finance Building, Mbabane, Eswatini
Employer's Agent's Representative	The Head of Water Department, Microprojects Programme Coordination Unit
Funding Agency	Community Development Special Fund – CDSF.
Foreign currency	Any currency which is not the South African Rand or the Eswatini Lilangeni
GCC	"General Conditions of Contract", as approved by the South African Institution of Civil Engineers, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors - for Building and Engineering Works designed by the Employer, Second Edition 2015.
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: Civil Works
b) Subject: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump
c) Project Identification: Tender Reference Number – C512/26207
d) Source of financing: Community Development Special Fund – CDSF.

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 General Civil Engineering Works C4 only with previous experience and capacity in executing similar works

3. Scope of works

The scope of works entails the following:

a) Supply and installation of Raw water pump including connection to power supply
b) Excavation, bedding, and back-filling of pipe trenches - (200m)
c) Laying of pumping main pipes - (200m)
d) Installation of suction pipe
e) Reinforced concrete work for pump plinths
f) Repair or replacing of Variable Speed Drive pump control unit

4. Location and deadline

a) Project location:
Nkambeni area, Madlangemphisi Inkhundla, Hhohho Region.
b) Place of delivery, installation or performance: as in 4 (a) above
c) Time limit for execution:
i) 74 days including mobilisation
d) Tender validity period: 90 days

5. Project authorities

a) Employer: The Director, Microprojects Programme Coordination Unit, Microprojects Offices, Ground Floor Old Ministry of Finance Building
b) Employer's Agent:
The Head of Water Department, Microprojects Programme Coordination Unit, 4th floor, Old Ministry of Finance Building, P.O. Box 2122, Mbabane
Tel: (+268) 7808 1073
Email: makhosi@microprojects.org.sz copy thami@microprojects.org.sz

6. **Tender documents**

a) Type of Tender: Open

b) Terms on which Tender documents may be obtained: Locally Registered Contractors by payment of **E500.00** (Five Hundred Emalangeni) non-refundable amount at the Government Revenue Office and should use code **231/1201/21132** when making payment.

7. Language, receipt and opening of the Tenders

a) Language: English

b) Date and time for receipt of Tenders: **Monday, 7th December 2026 at 10am** local (Eswatini) time

c) Address for the receipt: Microprojects Programme, Microprojects Offices, Old Ministry of Finance Building, P.O. Box 2122, Mbabane Eswatini.

d) Date and time for opening of Tenders: **Monday, 7th December 2026 at 10.05am** local (Eswatini) time.

e) Address for the opening: Microprojects Offices.

8. Deposits and guarantees

a) Tender guarantee: E3, 000.00

b) Performance Security: 10% of the Contract Sum

c) Advance Payment: Against Advance Guarantee of similar amount, up to 20% of contract sum

d) Other: see Tender documents

9. Disputes Resolution

a) By Amicable settlement

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

Section 3: Instructions to Tender

Table of Contents

A General 13
1 Definitions 13
2 Scope 14
3 Eligibility 14
4 Cost of Tendering 15
5 Site Visit 15
6 Lots 16
7 Contract Period 16
B Tender documents 16
8 Contents of Tender Document 16
9 Additional Information during the Procedure 17
C Preparation of Tenders 18
10 Language 18
11 Contents of the Tender 18
12 Tender Prices 19
13 Currency of Tenders 20
14 Period during which tenders are binding (Tender Validity) 20
15 Tender Security 21
16 Variants 22
17 Proposed work programme and method statement 23
18 Pre-Tender Visit 24
19 Signing of Tenders 25
20 Format of Tender 25
D Submission of Tenders 26
21 Sealing of Tenders 26
22 Deadline for submission of Tenders 27
23 Late Tenders 27
24 Modifications and Withdrawal of Tenders 28
25 One tender per Tenderer 28
E Tender opening and Evaluation 28
26 Tender opening 28
27 Process to be Confidential 29
28 Clarification of Tenders and Contacting the Employer 29
29 Correction of Errors 30
30 Evaluation and Comparison of Tenders 30
31 Conditions of Contract 41
F Award of the Contract 41
32 Notification of Award 41
33 Contract Agreement 42
34 Payments 42
35 Performance Security 42
36 Dispute Resolution Method 43
37 Corrupt or Fraudulent Practices 43
38 Checking Designs and Bills of Quantities 44
49 As-Built Drawings 44

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 Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

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 this tender document, 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 General Civil Engineering Contractor(s) registered with the Construction Industry Council (CIC), who holds a valid certificate issued by the Council according **Category C4 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 project works are in 1 Lot. The nature and size of the works is described in the Bill of Quantities and Technical Specifications.

6.2. The tenderer must offer the whole of the quantity or quantities indicated for works. Under no circumstances will tenders for part of the quantities required be taken into consideration.

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 Tenderers (IT)
4	Contract Agreement (CA)
5	General Conditions of Contract (not issued)
6	Particular Conditions (PC)

7 Standard Forms

- 7.1 Declaration of Eligibility
- 7.2 Protection of The Environment
- 7.3 Form of Tender Security
- 7.4 Form of Performance Guarantee
- 7.5 Form of Performance Security Surety Bond
- 7.6 Form of Retention Money Guarantee
- 7.7 Disclosure Statement
- 7.8 Power of Attorney
- 7.9 Certificate of Tenderer's Visit to Site

8 Schedules of Supplementary Information

9 Contract Data

10 Programme of Works

VOLUME 2 PREAMBLE AND BILL OF QUANTITIES

VOLUME 3 TECHNICAL SPECIFICATIONS (TS)

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:

- Original Government General Receipt as proof of purchase,
- Certified copy of a valid registration certificate issued by CIC for General Civil Engineering Works, **Category C4 only.**
- 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,
- E3, 000.00 (Three Thousand Emalangeni) Tender Security in a form of a Bank Guaranteed Letter or Letter of Credit issued to Microprojects Programme. The format of the Tender Security is provided in Section 15.2 of the TD,
- Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- The completed and signed Form of Tender and appendix thereto,
- Police Clearance for all Company Directors
- 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.

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 bank certified cheque, letter of credit, 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 one (1) month 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 and/ or Site of works visit, 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/ Site of works visit 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. Non-attendance at the pre-Bid meeting/Site of works visit 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 **two (2) copies** marked as "**COPIES**" 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 all copies 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 initialed by the person or persons signing the Tender.

20.4. The Tender shall contain no alterations, omissions, or additions, unless such corrections are initialed 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 each copy of the Tender in separate envelopes, duly marking the envelopes as "original" and "copies". 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 Rehabilitation of Phumelelani Benguni Pumping Main & Pump.".

and with a warning

"NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION"

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

In the case where the Tenderer additionally submits a variant solution(s) the documents (original + 2 copies) shall be labeled:

"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:

29.2. 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;

29.3. 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

29.4. 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.

29.5. 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 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.

Item No.	Name of Plant and Equipment	Minimum No. that is Required	Devolved Score
1	Tractor Loader Backhoe (TLB)	1	5
2	Site bakkie/van	1	5
	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 or No. of projects successfully completed	Devolved score
SHEQ Officer	1	Diploma in SHEQ, Environmental Management or related field	3	3
Foreman	1	Diploma in Civil Engineering or any water related field	5	10
Pump Electrical Foreman	1	Diploma in Electrical Engineering	5	8
Plumber	1	Grade 1	5	8
Bricklayer	1	Grade 1	3	6
TOTAL				**35**

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 **one (1)** project of

works of at least an equivalent monitory value to the Works over a period of **five (5)** years.

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 **Two (2)** projects of works of a nature and complexity equivalent to the Works over a period of **five (5)** years. 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 (5 POINTS)	
Project of similar magnitude (monetary value) 1	5
SPECIFIC CONSTRUCTION EXPERIENCE (10 POINTS)	
Project of similar nature & monetary value 1	5
Project of similar nature & monetary value 2	5
TOTAL	**15**

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 500, 000.00 (five hundred thousand 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	10
Cashflow requirements	15
TOTAL	**35**

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	35 points
Previous Relevant Experience	15 points
Financial Capacity	35 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. 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.

30.3.2. 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

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

30.3.4. 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.

30.3.5. 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:**

30.4.1. 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.

30.4.2. 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:

30.4.3. 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.

30.4.4. 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 titled "GUIDE TO GENERAL CONDITIONS OF CONTRACT 2015 (Second Edition)", as prepared and published by the South African Institution of Civil Engineering (SAICE).

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. The notice shall also be published on ESPPRA

website. The web address is: **www.esppra.co.sz.**

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. Ten (10) percent retention shall be withheld in each payment

Half (5%) this retention money shall be released after issuance of the Certificate of Completion, and the balance at the end of the defect's liability period.

34.2. 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. The repayment amount for the advance shall be established as the advanced amount divided equally over the contract period less one month.

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 Employer's 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. A professional Surveyor will be engaged to produce As Built drawings with the assistance of the Contractor.

39.2. The Surveyor shall then produce a complete set of as-built drawings which he will submit to the Employer's Agent before he issues a Certificate of Completion. A

sum is provided for in the bill of quantities.

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

Section 4: Form of Offer and Acceptance

FORM OF OFFER AND ACCEPTANCE

(Agreement)

Offer

The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

……...……..

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, and by submitting this offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and abilities of the contractor under the Contract including compliance with all of its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

…….

…….....Emalangeni (in words): E……. (In figures).

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Date, whereupon the Tenderer becomes the party named as the Contractor of Condition identified in the Contract Data.

For the Tenderer:

……
Signature

.....……
Name

……..……
Capacity

Name and address of organization:

……

……

……

Signature and name of witness:

……
Signature

……
Name

Date ……..

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Volume 1 - Tender Dossier,

Volume 2 - Preamble and Bill of Quantities,

Volume 3 - Technical Specification,

And drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representative (s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contract the Employer's Agent (whose details are given in contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of Deviations (if any). Unless the Tenderer (now contractor) within five days of the date of

such receipt notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this agreement shall constitute a binding contract between the parties.

Now the Parties **AGREE TO, AND ACCEPT THE ABOVE CONDITIONS** by attaching their signatures hereto:

For Contractor		For Microprojects	
Name:		Name:	Mr Sibusiso T. Mbingo
Position:		Position:	Director
Signature:		Signature:	
Date:		Date:	
Endorsed for financing by the Principal Secretary – Ministry of Economic Planning and Development			
Name:		Mr. Siboniso Masilela	
Signature:			
Date:			

Schedule of Deviations

Notes:

1. The extent of deviation from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter be such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract,

1. Subject……
   ……

   Details…..……..

2. Subject……..

   Details……..

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the tenderer agree to and accept the foregoing schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from Agreement.

For the Tenderer:		**For the Employer:**
……	Signature	……
……	Name	……
……	Capacity	……
Name and address of organization:		**Name and address of organization:**
……		……
……		……
……		……
……	Witness Signature	……
……	Witness Name	……
……	Date	……

CONFIRMATION OF RECEIPT

The Tenderer, (Now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully

completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the …… (day)

of……..(month)

20……..(year)

at……..(place)

For the Contractor:

……..

Signature

……

Name

……....

Capacity

Signature and name of witness:

……

Signature

……

Name

Section 5: Conditions of Contract for Construction

Guide to the General Conditions of Contract 2015

(Second edition)

SAICE
South African Institution of Civil Engineers

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:	Postal Address:
SAICE House	Private Bag X200
Block 19	Halfway House
Thornhill Office Park	1685
Bekker Street	
MIDRAND	
Contact Numbers:	Mail & Internet:
Tel (011) 805-5947	E-mail: civilinfo@saice.org.za
Fax (011) 805-5971	http://www.saice.org.za

The General Conditions of Contract may be inspected at the office of the Employer.

Section 6: Special Conditions of Contract

1. General:

1.1. The "Special Conditions of Contract" given in this document shall be deemed to be included in and form a part of the "**SAICE General Conditions of Contract (Second Edition) 2015**".

1.2. The "Instructions to Tenderers" given in this document shall be deemed to be included in, and form a part of these "Special Conditions of Contract".

1.3. "EMPLOYER" means, **THE DIRECTOR, MICROPROJECTS PROGARMME COORDINATION UNIT**.

2. Assignments, sub clause 2.5:

2.1. Ref. sub clause 2.5.1: Revise the clause as follows;

"Neither the Contractor nor the Employer shall, without the written consent of the other, assign the contract or any part thereof, or any obligation under the contract, or cede any right or benefit thereunder, except where the defaulting party doesn't respond or refuses to write within the stipulated reasonable time to the complaint/notice given in writing by the aggrieved party.

3. Employer's Agent, clause 3:

3.1. "EMPLOYER'S AGENT" means

3.1.1. **WATER DEPARTMENT**, **MICROPROJECTS PROGRAMME COORDINATION UNIT** acting through The Head of Water Department.

3.2. Ref: Sub clause 3.1.1 to 3.1.4 -After clause 3.1.1, insert sub clause 3.1.1.1

"The Employer's Agent shall make such visits to the Works as he may from time to time deem necessary. In the event of any matter arising which the Contractor considers of such importance that the Employer's Agent must be consulted, every reasonable step must be made by the Contractor to communicate with him by telephone, cell-phone, email, fax, or letter before proceeding with the point at issue. It must, however, be borne in mind throughout that the Employer's Agent is employed to ensure compliance with the terms of this Contract, proper building procedures in accordance with the best traditions of the various trades, and adequate finishes.

The Employer's Agent is in no way responsible for any act or omission on the part of the Contractor, which may result in any latent defects in materials or workmanship, breach or neglect or any local regulations, or for anything done by the Contractor not

in accordance with good building practice. The Contractor therefore always remains responsible for the foregoing whether the same be discovered before or after the final certificate, or any other certificate, is approved".

3.3. Add sub clause 3.1.3 (b): "where the Employer's Agent is any other institution and not Microprojects, then the Contractor is not required to execute an instruction that variates the contract price upward, if the instruction has not been co-signed by the Employer's Representative identified in the Contract Data.

4. Contractor's General Obligations, clause 4:

4.1. Ref. sub clause 4.2.2: At the end of the sub clause add the following "or by the Employer's representative specified in the Contract Data"

4.2. Ref. sub clause 4.4.1: revise the sub clause as follows "The Contractor shall not subcontract more than **40%** of the Contract"

4.3. Ref: After clause 4.12.1 - insert the following sub clauses as follows;

4.3.1. Sub clause **4.12.1.1 -** Any other authority's supplies activities and services on the Site including without limitation oil, electricity, water and gas, telephone, buried cables and sewerage.

4.3.2. Sub clause **4.12.1.2** - The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses, and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.3.3. Sub clause **4.12.1.3** - Property beacons; trigonometric survey beacons, setting and all beacons and marks which are subject to the Land Survey Act, 1927 (Act No 5 of 1927, as amended) which are disturbed or destroyed in the course of the Contract shall, subject to any further provisions as may be set out in the Contract be replaced and certified by a registered Land Surveyor in accordance with the Act at the Contractors cost".

5. Instructions, clause sub clause 5.9:

5.1. Drawings & instructions

5.1.1. Ref: Sub clause 5.9.1 – where the Employer's Agent for the project is Not Microprojects the parties hereby agree that the Contractor shall ensure that the drawings bear the signature the person/title named in the Contract Data before he can proceed to use them for any purpose concerning the execution of the project.

5.1.2. It is further agreed by the Parties that even where the Employer's Agent is Not Microprojects, the Contractor shall still ensure, before use, that the drawings bear the signature of the person/title mentioned above.

5.1.3. As it concerns the provision that addresses SANS 1921-1, the Tender Data referred, and the number of copies for the drawings in as far as it applies to sub clause 5.9.1, the parties agree hereby agree to forego those provisions, but agree to the issuance of one (1) copy per drawing to the Contractor. All else under the sub clause is maintained for the contract.

5.2. Further drawings & instructions

5.2.1. Ref: sub clause 5.9.2 – where the Employer's Agent for the project is Not Microprojects the parties hereby agree that the Contractor shall ensure that the drawings bear the signature of the person/title named in the Contract Data before he can proceed to use them for any purpose concerning the execution of the project.

5.2.2. It is further agreed by the Parties that even where the Employer's Agent is the Microprojects, the Contractor shall still ensure before use, that the drawings bear the signature of the person/title mentioned above.

5.3. Site Instructions

5.3.1. While every effort is made to have smooth and speedy execution of the Works, it remains equally important that the Employer is consulted on any contractual and potential financial implications that may result from an instruction. Therefore, it is important that the actual person delegated as the Employer's Agent (EA) is informed and acknowledges and/or signs any instruction with a contractual and/or financial implication before the Contractor executes the Works. Accordingly, it is incumbent upon the winning contractor to ensure that the EA so delegated acknowledges (in writing) the issued instruction or appends his signature to/on the instruction and variation order.

6. Payments, sub clause 6.10:

6.1. Ref. sub clause 6.10.1: The statement reads in part thus "…*he shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers due to him (in such form and on such date as may be agreed between the Contractor and the Employer's Agent, or failing agreement, as the Employer's Agent may require*)".

The word '**monthly'** is deleted from the sub clause and the rest of the sub clause remains the same.

6.2. Ref. sub clause 6.10.4: After the sentence that ends with the words "….*in terms of Clause 10.2*." substitute the whole wording thereafter and replace the substituted wording by joining the next sentence with the following words;

"The Employer shall pay the amount due to the Contractor within 90 days after approval of the payment certificate/invoice by the Employer's Agent. Payments shall be made according to the stages of completed works.

Ten (10) percent retention shall be withheld in each payment up to a maximum of twenty (20) percent of contract price if the Contractor fails to provide a Construction Guarantee. Ten (10%) percent shall be released in respect of the Construction Guarantee after certification for completion (sub clause 5.14.4) and five (5%) percent of the remaining 10% shall also be released at the said certification. The balance of five (5%) percent shall be released at final approval (sub clause 5.16.1) of the project, after an inspection of the project".

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.

6.3. Repayment of Advance Payment Guarantee: where the advance payment is made, the repayment against that guarantee and the repayment amount thereof, shall be payable in equal amounts calculated based on the contract period less 1 month.

6.4. Ref. sub clause 6.10.5: substitute the words "*within 14 days of the expiration of the Defects Liability Period*" and replace with the words;

"after an inspection for the works has been conducted and the works approved by the Employer's Agent, then the retention balance shall be paid within 90 days after approval of the payment certificate.

6.5. Ref. sub clause 6.10.9: substitute the words "*within 28 days of the date of such certificate*" and replace with the words;

"within 90 days from the date of approval by the Employer's Agent of such certificate".

6.6. Save as otherwise provided elsewhere in the contract, all payments due to the Contractor shall be made by the Employer within 90 days of approval by the Employer's Agent if the payment(s) is payable.

7. Protection of the Works, insert sub clause 8.1.0:

7.1. Insert clause 8.1.0 before clause 8.1.1 as follows;

"The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the Act) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor and the provisions of the Act, namely:

(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act;

(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;

(iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;

(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and

(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.

7.2. Ref: sub clause 8.1.1 - amplify as follows;

7.2.1. The Contractor shall always maintain the Site in a clean, orderly and workmanlike condition.

7.2.2. Excavations shall be backfilled, and surplus soil shall be removed to dump where indicated by the Employer's Agent as soon as practicable.

7.2.3. Construction materials shall be stored in a place or places allocated for this purpose by the Employer's Agent, and no plant, equipment or construction materials or any sort whatsoever shall be deposited in such a way so as to hinder any other contractor or the progress of the work as a whole.

7.2.4. The Contractor shall if so ordered by the Employer's Agent immediately move such material or objects or take the necessary steps to ensure unhindered progress of the works. In the event of failure of the Contractor to act in accordance with the provisions of this clause within 24 hours of written notification by the Employer's Agent, the Employer's Agent shall be entitled to arrange for this work to be done by others at the Contractor's cost.

8. Technical Data:

8.1. Ref: Insert sub clause 7.6.3.3 - "The facilities shall be adequate for the performance of the work in accordance with the provisions of the Contract Documents. The Contractor shall, if so, ordered by the Employer's Agent, remove from site, any plant, equipment, or other material used for performing the work, that is, in the opinion of the Employer's Agent, detrimental to the performance of the Contract, is detrimental to the quality of the work, or endangers the safety of personnel employed on the Contract. No claims for delays or for extension of the Contract period in respect of such action will be considered by the Employer's Agent".

Section 7: Standard Forms

Standard Forms

Table of Contents

7.1 DECLARATION OF ELIGIBILITY 65
7.2 **P**ROTECTION OF THE ENVIRONMENT 66
7.3 FORM OF TENDER SECURITY 67
7.4 FORM OF PERFORMANCE GUARANTEE 69
7.5 FORM OF PERFORMANCE SECURITY SURETY BOND 72
7.6 FORM OF ADVANCE PAYMENT GUARANTEE 74
7.7 FORM OF RETENTION MONEY GUARANTEE 77
7.8 DISCLOSURE STATEMENT 79
7.9 POWER OF ATTORNEY 81
7.10 CERTIFICATE OF TENDERER'S VISIT TO SITE 83

7.1 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: Community Development Special Fund - CDSF

Contract: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme, Old Ministry of Finance Building
Opposite the Government Hospital Blood Bank Gate
Above Eswatini National Fire and Emergency Services
Mbabane

Re: Tender Reference No. C512/26207

In accordance with the eligibility requirements of the tender document, 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:

7.2 PROTECTION OF THE ENVIRONMENT

Fund: Community Development Special Fund - CDSF

Contract: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

To: The Director

Ministry of Economic Planning and Development

Microprojects Programme

Microprojects Office, Old Ministry of Finance Building, Opposite the Government Hospital Blood Bank Gate, Above Eswatini National Fire and Emergency Services, Mbabane

Re: Tender Reference No. C512/26207

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**

7.3 FORM OF TENDER SECURITY

Fund: Community Development Special Fund - CDSF

Contract: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Main Office, Old Ministry of Finance Building, Opposite the Government Hospital Blood Bank Gate, Above Eswatini National Fire and Emergency Services
Mbabane

Re: Tender Reference No. C512/26207

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)……

7.4 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) .....

7.5 FORM

OF PERFORMANCE SECURITY SURETY BOND

Fund: Community Development Special Fund - CDSF

Contract: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

To: The Director

Ministry of Economic Planning and Development

Microprojects Programme

Main Office, Old Ministry of Finance Building, Opposite the Government Hospital Blood Bank Gate, Above Eswatini National Fire and Emergency Services

Mbabane

Re: Tender Reference No. C512/26207

(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

7.6 FORM OF ADVANCE PAYMENT GUARANTEE

ADVANCE PAYMENT GUARANTEE

NOTE: The words in italics are guidance notes and do not form part of the Advance Payment Guarantee.

Name of Contract.....

.....

Contract No:.....

Name and address of Employer: .....

.....

We have been informed that: .....

..... *(name of Contractor)*

(hereinafter called the "Contractor" for the above-named 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 Employer, any sum or sums not exceeding in total the amount of *(amount in figures)* .....

(amount in words):.....

.....

(the "guaranteed amount") upon receipt by us of your demand in writing with your written statement stating:

(a) that the Contractor has failed to repay the advance payment in accordance with the Conditions of Contract, and

(b) the amount which the Contractor has failed to repay.

This guarantee shall become effective upon receipt of the advance payment, or, where applicable, the first instalment thereof, by the Contractor. Such guaranteed amount shall

be reduced by the amounts of the advance payment repaid to you from time to time as evidenced by the payment certificates issued under Clause 6 of the Conditions of Contract. Following receipt by us from the Contractor of each payment certificate, we shall promptly notify you of the revised guaranteed amount.

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 date of completion of the Contract)* (the "expiry date"), when this guarantee shall expire and be returned to us.

If the advance payment has not been fully repaid 28 days prior to the expiry date, we undertake, upon receipt of your written demand and statement that the advance payment has not been repaid, to pay you the guaranteed amount within 28 days of your demand.

This guarantee shall be governed by the laws of ……*(name of country)*, 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.

Signed by: ..... Signed by:.....

(signature) *(signature)*

....

(name) *(name)*

Date:

7.7 FORM OF RETENTION MONEY GUARANTEE

Fund: Community Development Special Fund - CDSF

Contract: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Main Office, Old Ministry of Finance Building, Opposite the Government Hospital Blood Bank Gate, Above Eswatini National Fire and Emergency Services, Mbabane

Re: Tender Reference No. C512/26207

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)……...

7.8 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: .....

7.9 POWER OF ATTORNEY

Fund: Community Development Special Fund - CDSF

Contract: The Rehabilitation of Phumelelani Benguni Pumping Main & Pump.

To: The Director
Ministry of Economic Planning and Development
Microprojects Programme
Main Office, Old Ministry of Finance Building, Opposite the Government Hospital Blood Bank Gate, Above Eswatini National Fire and Emergency Services, Mbabane

Re: Tender Reference No. C512/26207

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:

7.10 DECLARATION OF ATTENDANCE OF THE SITE VISIT

The Director

Microprojects Programme

PO Box 2122

MBABANE, H100

Eswatini

This is to certify that _____

(Name of Tenderer's Representative),

Representing_____

(name of Tenderer)

have visited and carefully examined the Site in connection with the Tender for:

_____

By signature hereto;

- The Tenderer confirms that she has made herself familiar with all the local conditions likely to influence the works and the cost thereof.
- The Tenderer certifies that she is satisfied with the description of the Works and the explanation given by the Employer's Authorised Representative and
- The Bidder understand perfectly the works to be done as specified and implied in the execution of the contract.
- The Bidder accepts the responsibility of submitting an original of this document (Declaration of Attendance of The Site Visit), together with his tender document,
- The Bidder acknowledges that the Bid will not be evaluated if an original of this Declaration of Attendance of The Site Visit is not submitted together with the tender document,

	Date	**Name and Surname**	**Signature**
Tenderer's Representative			
Employer's Representative			

Section 8: 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:				

[1] If applicable

	Information
Address: Telephone/fax number E-mail:	

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

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

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

[2] If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

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			
6 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 9: Contract Data

Contract Data

With the exception of the items for which the Employer's requirements have been inserted, the following information must be completed/signed before the Tender is submitted.

Item	Sub-Clause	Data
The Defects Liability Period	Clause 1.1.1.13	365 days
The time for achieving Practical Completion of the whole of the Works is complete	Clause 1.1.1.14:	……. /……./……..to...…../……/……. (74 Days)
Employer's name	Clause 1.1.1.15:	Microprojects Programme Coordination Unit
The Pricing Strategy	Clause 1.1.1.26:0	Re-Measurement Contract
The Physical address of the Employer	Clause 1.2.1.2:	Microprojects Offices, Old Ministry of Finance Building, Mbabane
Employer's Agent's name	Clause 1.1.1.16	The Head of Water Department, Microprojects Programme Coordination Unit
Employer's Agent's Address	Clause 1.2.1.2:	P. O. Box 2122, Mbabane, H100
The documentation required before commencement with Works execution are:	Clause 5.3.1:	o Health and Safety Plan (Refer to Clause 4.3) o Comprehensive Mitigation Plan (Environment) o Initial programme (Refer to Clause 5.6) o Securities (Refer to Clause 6.2) o Insurances (Refer to Clause 8.6)
The time to submit the documentation required before commencement with Works execution	Clause 5.3.2	14 days
The non-working days	Clause 5.8.1:	Sundays
The special non-working days are:	Clause 5.8.1:	1. Public holidays 2. The year-end break

Normal working hours		08.00 – 18.00, Mon – Friday 08.00 – 12.00, Saturday
Item	**Sub-Clause**	**Data**
The penalty for failing to complete the Works		0.1 % per day of the Contract Price, in the currencies and proportions in which the Contract Price is payable.
Maximum amount for penalties		10% of the final Contract Price, after which termination can be considered
The latent defect period is	Clause 5.16.3:	10 years for Civil Engineering works,
The percentage allowance to cover overhead charges	Clause 6.5.1.2.3:	……..……
The limit of retention money	Clause 6.10.3:	10 % of the Final Contract Price, in the form of cash retained from Payment Certificates
Governing Law	Clause 1.3.2	Eswatini
Language for communications	Clause 1. 3.3:	English
The amount to cover professional fees for repairing damage and loss to be included in the insurance sum	Clause 8.6.1.3:	10 % of the final Contract Price
The limit of indemnity for liability insurance	Clause 8.6.1.3:	……..……
The number of Adjudication Board Members to be appointed	Clause 10.5.3	Three
Time for access to the Site		14 days
Amount of Performance Security		10 % of the Accepted Contract Sum, in the currencies and proportions in which the Contract Price is payable

Initials of signatory of Tender……

Section 10: Programme of Works

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

Disclaimer

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