

ESWATINI INVESTMENT PROMOTION AUTHORITY (EIPA)



REHABILITATION OF ROOF COVERING AT TEX RAY TEXTILE FACTORY SHELL – MATSAPHA.

MASTER TENDER DOCUMENT

TENDER NO. 13 OF 2024/2025

JANUARY
2025

PREPARED BY:



CONSULTING ENGINEERS

ZMCK Consulting Engineers
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P. O. Box 2594
Mbabane
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PREPARED FOR:



Eswatini Investment Promotion Authority

The Finance Department
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INVITATION TO TENDERERS

NAME	CLOSING DATE
Rehabilitation of roof covering at Tex Ray Textile Factory Shell – Matsapha	17 February 2025

Tenders are hereby invited from suitably qualified building contractors registered with the Construction Industry Council Category (B2) for the proposed rehabilitation of roof covering at Tex Ray Textile factory shell – Matsapha.

Tenderers shall submit the following:

- Certified Copy of Valid CIC Registration Certificate (B2)
- Tender Document Purchase Receipt
- Company Profile with CVs and qualifications of Key Personnel
- Certified Copy of Valid Labour Compliance Certificate
- Original Valid Tax Compliance Certificate
- Police clearance for all Company Directors as indicated in Form J
- Certified Copy of Valid Trading Licence
- Proof of Workmen’s Compensation
- Signed and Completed Form of Tender
- Signed Declaration of Eligibility
- Priced Bill of Quantities
- Signed Company Audited Financial Statements for the last 3 years or since inception.
- Names and contact details of at least three (3) recent reference customers.
- Form J signed by the Registrar of Companies
- Form C signed by the Registrar of Companies
- Power of Attorney
- Certified Copy of Eswatini National Provident Fund Certificate
- **E 5000.00** Tender bond.

Invited Tenderers should collect tender documents from the **20th January 2025 at the reception, 1st Floor, Building 1, Sibekelo Building, Mhlambanyatsi Road, Mbabane, Eswatini upon payment of a non-refundable E500.00 (Five Hundred Emalangenani Only).**

Tenders must be placed in the Official Tender Box located at the **reception, 1st Floor, Building 1, Sibekelo Building, Mhlambanyatsi Road, Mbabane, Eswatini, NOT LATER THAN 1200 Hrs. on the 18th February 2025.**

Compulsory Site Inspections:

Site	Date	Time
Rehabilitation of roof covering at Tex Ray Textile Factory Shell – Matsapha.	22 nd January 2025	1000hrs

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

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REHABILITATION OF ROOF COVERING AT TEX RAY TEXTILE FACTORY SHELL – MATSAPHA.

SECTION A: INSTRUCTIONS TO TENDERERS

1. GENERAL

Tenderers must comply strictly with the following instructions: failure to do so may cause any tender to be rejected.

2. BILLS OF QUANTITIES

The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015.

The tenderer will receive a hard copy of the bills of quantities. The tenderer is required to check the numbers of pages and should any be found to be missing or in duplicate or the figures or typing indistinct or there be any doubt or obscurity as to the meaning of any particulars or description, the Contractor must inform the Project Manager at once in writing and have the same rectified or explained as the case may be. No claim whatsoever will be afterwards admitted due to the Contractor having failed to comply with any of the above conditions.

No alterations, erasure, omission, or addition is to be made in the text and conditions of these Bills of Quantities. Should any such alterations, amendment, note, or addition be made, the same will not be recognized, but the reading of these Bills of Quantities, as prepared by the Project Manager, will be adhered to.

The Tenderer is warned that should he use any quantities appearing in these Bills of Quantities for the purpose of ordering materials, he does so at his own risk and no liability whatsoever will be afterwards admitted by the Employer, Representative / Agent, or Quantity Surveyor for the correctness of such quantities.

The drawings shall take precedence over any description given of the scope of the works.

For this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each of work as defined in the Standardized, Project or Particular specification.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work at which the Bidder bids to do the work.
Amount:	The quantity of an item multiplied by the bidder rate of the (same) item.
Sum:	An amount bid for an item, the extend of which is described in the Bill of Quantities, Specifications or elsewhere, but of which the quantity of work is not measured in units.

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The units of measurement indicated in the Bill of Quantities are metric units.
The following Abbreviations may appear in the Bill of Quantities:

mm	=	millimeter
m	=	meter
km	=	kilometer
m ²	=	square meter
ha	=	hectare
m ³	=	cubic meter
m ³ -km	=	cubic meter-kilometer
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

3. AGREEMENT

The agreement is based on the JBCC series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2 May 2024. The additions, deletions, and alterations to the JBCC Principal Building Agreement as well as the contract specific variable are as stated in the Contract Data. The Preliminary and Generals allows have been summarized to allow for Fixed, Value and Time related Preliminaries and Generals.

The Contract Data and standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in section 1 (preliminaries) of the Bills of Quantities.

4. COMPULSORY SITE INSPECTION

It is required that all prospective Tenderers attend a pre-tender site meeting and site visit as stated in the Invitation for Tender. Failure to attend will result in disqualification of the Tender. The cost of attending the meeting shall be at the tenderer's own expense.

5 SCOPE OF WORKS

REHABILITATION OF ROOF COVERING AT TEX RAY TEXTILE FACTORY SHELL – MATSAPHA..

The Scope of Works for the project entails doing remedial works at Tex Ray Textile Factory Shell including:

- Establishment on the site
- Remove and Replace roof covering.
- Remove and Replace Sisalation
- Remove and replace badge flashing.
- Remove and replace ridge flashing.
- Remove and replace side flashing.
- Remove and replace gutters and down pipes

6 ESCALATION

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This contract is a **REMEASURABLE** contract, and the tenderers are to allow for escalation in the rates.

5. CONTRACTORS GRADING

It is a requirement that the tenderers should have a CIC registration certificate (B2)

6. CONTRACT PERIOD

The period to be allowed for the completion of the works is **8 Months**.

The Contractor shall submit a construction program with the tender; the Project Manager will scrutinize the program received and make any such changes as mutually agreed.

The bar chart program must clearly indicate the various construction activities necessary to complete the works. Each provisional sum activity must be clearly and individually identifiable from the bar chart program, with commencement and completion dates for each activity indicated thereon.

7. COST OF TENDERING

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

8. CIRCULAR LETTERS

If, during the period of tendering, the Project Manager issues any Tender Bulletin to Tenderers setting forth the interpretation to be placed on a part of tender documents or drawings or these instructions or to make any change in them such tender bulletin will form part of the Contract and it will be assumed that the Tenderer has taken account of the same in preparing his Tender.

The Tenderer must promptly acknowledge any tender bulletins he may receive. No tender bulletin will be issued within **3 days** of the date of delivery of tenders unless it contains a postponement of the date for the submission of tender documents.

9. STATEMENT TO TENDERERS

The Employer shall not be bound by any statement made or delivered to any Tenderer unless such a statement shall have been confirmed by a tender bulletin to Tenderers issued by the Project Manager.

10. BRIBERY

The offer of bribe or other inducement to any person with the object of influencing the placing of the Contract will result in instant rejection of the Tender concerned.

11. COMPLETION OF FORMS

Tenderers are informed that this document contains the following forms which shall be completed in indelible black ink by all tenderers.

- (a) Signed Form of Tender

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- (b) Experience: Projects in progress at Annexure A
- (c) Experience: Relevant projects completed at Annexure B
- (d) Certificate of Site Visit at Annexure C

A tender shall not be considered if alterations have been made to the Form of Tender (unless such alterations have been duly authenticated by the Tender) or if any particulars required therein have not been completed in all aspects. The use of erasing fluids is not permitted.

12. INFORMATION TO BE SUBMITTED WITH THE TENDER

The Tender must be accompanied by:-

- Certified Copy Of Valid CIC Registration Certificate (B2)
- Tender Document Receipt
- Company Profile with CVs and qualifications of Key Personnel
- Certified Copy of Valid Labour Compliance Certificate
- Original Valid Tax Compliance Certificate
- Police clearance for all Company Directors as indicated in Form J (not older than 3 months)
- Certified Copy of Valid Trading Licence
- Proof of Workmen’s Compensation
- Signed and Completed Form of Tender
- Priced Bill of Quantities
- Signed Company Audited Financial Statements for the last 3 years or since inception.
- Names and contact details of at least three (3) recent reference customers
- Form J Signed by the Registrar of Companies
- Form C Signed by the Registrar of Companies
- Power of Attorney
- Certified Copy of Eswatini National Provident Fund Certificate
- **E 5000.00** Tender bond.

Failure to comply with the foregoing may result in the rejection of the tender.

13. SEALING, MARKING AND DELIVERY OF TENDER AND PLACE OF OPENING

The tenderers shall submit one (1) Original and two (2) Copies of the Tender Document.

The Tenderer shall Seal the Original and each Copy of the Tender in separate envelopes, duly marking the envelopes as “Original Tender”, “Copy No.1” and “Copy No.2.” The envelopes shall then be sealed in an outer envelope. This should be done for the technical proposal and financial proposal, i.e. the technical and financial should be in separate envelopes.

Completed Form of Tender together with the Bills of Quantities should be submitted in a sealed envelope and clearly endorsed on the outside: -

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To: The Chief Executive Officer
Eswatini Investment Promotion Authority (EIPA)
1st Floor, Mbabane Office Park
Mhlambanyatsi Road
Mbabane, Eswatini

And hand delivered at **EIPA Offices, 1st Floor, Mbabane Office Park, Mhlambanyatsi Road, Mbabane, Eswatini** on or before **1200Hours, 18th February 2025** at which tenders will be opened.

Tenderers and/or their representatives are invited to attend the tender opening.

No tenders delivered after the stipulated date and time, for whatever cause arising, will be considered.

The envelope in which the Tender Documents are submitted must not bear the Tenderer's name and address and must contain no other documents and drawings other than those documents specifically requested in this tender.

14. TENDERS SENT BY POST

Tenderers intending to send their Documents by post are advised to ascertain the time normally required for the transmission of packages from the place of dispatch to the place of delivery in Eswatini and to make due allowance when dispatching their documents in order to ensure their safe arrival well before the time which has been fixed for the opening of tenders.

15. ELECTRONIC SUBMISSION OF TENDERERS.

Tenderers are to note that electronic submission of tenders shall **NOT** be considered.

16. ACCEPTANCE OF TENDER

The formal acceptance of any tender pending a formal Contract Agreement forms a binding contract upon both the employer and the accepted Tenderer.

The employer does not bind himself to accept the lowest or any tender nor to assign any reason for the rejection of any tender.

17. RETURN OF DRAWINGS

Drawings except those bound in the Bills of Quantities, which shall remain with the documents, must be returned to the Employer as soon as possible after the tender opening. Tenderers, or their representatives, attending the opening may hand over the drawings to the person representing the Employer at the opening session.

18. PERIOD OF VALIDITY OF TENDERS AND NOTIFICATION TO SUCCESSFUL TENDERER

Tenders shall remain valid for a period of **120 (One Hundred and Twenty)** days from the date fixed for the opening of tenders. The Project Manager shall notify the successful Tenderer (if any) of his acceptance within the period of the Tender Validity.

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19. THE LANGUAGE OF TENDER

The tender prepared by the tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language on condition that it is accompanied by an English translation in which case, for purpose of interpretation of the Tender, the English translation shall govern.

20. TENDER VALIDITY

Tenders shall remain valid for a period of **120 (One Hundred and Twenty)** days from the date fixed for the opening of tenders. The Project Manager shall notify the successful Tenderer (if any) of his acceptance within the period of the Tender Validity.

21. ALTERNATIVE SPECIFICATION OR BILL OF REDUCTION

Should the tender figures received for this project be higher than budgeted allowances, the Employer reserves the right to reduce either the quantity or specification of the work to meet the desired budget.

This reduction will take place before the contract is signed and will be subject to an agreement between the Employer and the successful Sub-Contractor.

22. PURCHASE OF TENDER DOCUMENTS

Tender document will be sought from ESPPRA website (www.esppra.co.sz). However Tenderers will be required to purchase the tender document from **EIPA offices, 1st Floor, Mbabane Office Park, Mhlambanyatsi Road, Mbabane**, at a cost of **E500.00** Emalangenani only.

Payment should be made to the below EIPA Nedbank Account

Eswatini Investment Promotion Authority

Bank name: Nedbank

Account number: 020000002543

Branch code: 360164

Reference: **Tender No.13 of 2024/2025**, Proof of payment shall be submitted with tender document.

23. CLARIFICATION AND AMENDMENTS OF TENDER DOCUMENTS

Clarifications may be requested in writing (email only), but not later than 7 days before the closing date of the tender. The email address for requesting clarifications is: eswatini@zmck.co.sz

24 TENDER OPENING AND EVALUATION

24.1 Opening of Tender by Employer

The Employer will open the Tenders, including withdrawals and the modifications made.

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 shall not be opened.

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The Tenderer's names, the Tender Prices including any alternative Tender Price or deviation any discounts, Tender modifications and withdrawals, and any such other details as the Employer may consider appropriate, will be recorded by the Employer at the opening.

Subsequently, all envelopes marked "Modification" shall be opened.

No Tender shall be rejected at Tender opening except for late Tenders.

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

24.2 Clarification of Tenders

During the Tender evaluation, the Employer may, at its discretion, ask the Tenderer for clarification of its Tender.

The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

24.3 Preliminary Examination of Tenders

The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail. If the Tenderer does not accept the correction of errors its Tender will be rejected.

Prior to the detailed evaluation, the Employer will determine whether each Tender is of acceptable quality, is complete and substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all terms, conditions, and specifications of the bidding documents without material deviations and objections, conditionalities or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or successful Tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive.

If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Employer's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

24.4 Contacting the Employer

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

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

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25 AWARD OF CONTRACT

25.1 Award Criteria

The Employer may award the contract to the Tenderer whose Tender has been determined to be substantially responsive and provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Employer is not bound to accept the lowest tender or any at all and no reasons will be given for non-acceptance of Tender.

25.2 Intention to Award Contract

The awarding of the contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document. The contract award decision shall be taken by the appropriate approvals authority, but award decision does not constitute a contract. Following the contract award decision, EIPA will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email.

25.3 Employer's Right to Accept Any Tender and to Reject Any or All Tenders

The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to 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.

25.4 Employer's Right to Vary Quantities at Time of Award

The Employer reserves the right at the time of award of Contract to increase or decrease the quantities of goods and services up to 25% of the Total Tender Price without any change in unit prices, Preliminary and General cost, or other terms and conditions.

25.5 Pre-Award Negotiations

Prior to the expiry of the period of Tender Validity, the Employer will invite the successful Tenderer to his office for Contract negotiations.

The successful conclusion of the Contract Negotiations will constitute the formation of the Contract.

The Employer shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.

25.6 Signing the Contract Agreement

The Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.

Within 28 (twenty-eight) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

25.7 Corrupt or Fraudulent Practices

Any Tenderer that is found to be, or who attempts to be involved in any corrupt or fraudulent activity or practice involving any party concerned in the Tender process, shall be disqualified.

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SECTION B: TENDER EVALUATION PROCESS AND CRITERIA

Evaluation Methodology

The evaluation will be separated into two parts. First will be the technical evaluation after which the financial evaluation will be done for those contractors that surpass the minimum accepted score for technical proposals.

The weights to be used for the evaluation are as follows:

- Technical (T) = 70%
- Financial (F) = 30%

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

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

Please note the following:

A tender which obtains less than **70%** of the total points allocated to Criterion 1 to 5 (Responsiveness of Tender Assessment, Resources and Capability Assessment, Technical Assessment, Risk Assessment, and Promotion of Swazi Business) shall be deemed to be non-responsive and eliminated from further evaluation.

1. Responsiveness of Tender Assessment

This will determine whether:

- All required documentation and information has been submitted;
- Tender documents have been appropriately signed and authorized in a form of a covering letter;
- The document has been submitted in the correct format; and
- The correct number of legible copies has been submitted

2. Technical Capacity

This will determine whether:

- Tenderer has submitted the correct programme and method statement;
- Tenderer can demonstrate successfully participating in 3 projects of similar nature and complexity;
- Tenderer can demonstrate capacity to provide specified staffing;
- Tenderer has access to the required plant and equipment.

3. Financial Capacity

This will determine whether:

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- Tenderer has submitted signed Audited Financial Statements and has adequate capacity to successfully complete the project.

4. Promotion of Swati Businesses

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

- a. Encourage Swati citizens to be involved in business;
- b. Improve levels of Swati citizens' participation in EIPA business;
- c. Professional body affiliation.

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

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4.0 Responsiveness of Tender

	Criteria Elements	Criteria Weighting Factors
1.1	Proof of registration with Construction Industry Council (B2)	Omission of any of the listed mandatory documents will result in automatic disqualification of the tenderer.
1.2	Technical and Financial proposal (In separate sealed envelopes with correct number of eligible copies)	
1.3	Tender Receipt	
1.4	Certified Copy of Labour Compliance Certificate	
1.5	Original Copy of Valid Tax Compliance Certificate	
1.6	Certified Copy of Valid Trading License	
1.7	Proof of Workman's Compensation	
1.8	Police clearance report or affidavit for company directors	
1.9	Copy of Form J signed by Registrar of Companies	
1.10	Copy of Form C signed by Registrar of Companies	
Method Statement and Programme	A relevant comprehensive method statement must be included.	10
	Works Programme within stipulated time frames (3 months)	10
	Maximum Points	20
Previous Relevant Experience	3 Similar projects listed with references	10
	Proof of completion in the form a completion certificate or equivalent from employer (or 3 reference letters)	10
	Maximum Points	20
Key site Personnel	Team Leader x1 – CV and qualifications with at least 10 years' experience and minimum Diploma in Building or Civil Engineering	5

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	Foreman x1 – CV and qualifications with at least 10 years’ experience and qualification in any built environment field.	5
	Health and Safety Officer x1 – CV and qualifications with at least 5 years’ experience and minimum Diploma in Environmental Health and Safety	5
	Carpenter x2 – CV with qualifications with at least 5 years’ experience and minimum Grade 1 certificate in carpentry	10
	Welder x1 – CV with qualifications and at least 5 years’ experience and minimum Grade 1 certificate in welding	5
	Maximum Points	30
Plant and Equipment (owned/hired) affidavit of ownership or a letter from a plant hirer.	1 x Generator	2
	1 x Welding Machine	1
	1 x Scaffolding	2
	1 x Bakkie	2
	1x Crane truck	2
	Grinder	1
	Maximum Points	10
Financial Capacity	Submitted AFS for the last 3 years	5
	AFS demonstrate adequate capacity	5
	Maximum Points	10
Swati Business Promotion	Degree to which ownership of business rests with Swati Citizen and managed by Swati Citizen	6
	Professional local body affiliation e.g Eswatini Contractors Association	4
	Maximum Points	10
Total Score for Technical Proposal		100

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5. Financial Criteria.

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

The following evaluation formulae shall be used in the allocation of scores:

$$P_s = 100 \times P_{min} / P_t$$

Where:

- Ps - Points scored for bid under consideration.
 Pt - Tender price for bid under consideration.
 Pmin - Tender price for the lowest bid.

6. Final Evaluation

Tenders are ranked according to their combined technical Score (S_T) and the Financial Score (P_s) using the weights (T= the weight given to the Technical Tender; P = weight given to the Financial Tender; T+P = 1) as follows

$$S = S_T \times T\% + P_s \times P\%$$

Proposal with highest score shall be recommended for award.

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FORM TECH 1: DECLARATION OF ELIGIBILITY

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

[>>>Name of Service provider, Address, and Date>>>]

To: The Chief Executive, Eswatini Investment Promotion Authority, Mbabane Office Park
P.O. Box 4194, Mbabane

Dear Sirs,

Re Tender Reference: EIPA/.....

We hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We 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;
- (e) We do not have a conflict of interest in relation to the procurement requirement;
- (f) I/We have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- (g) I/We are not subject to suspension in accordance with Section 55, and none of our directors or officers face endorsement or have already been endorsed on the Register for Tender Defaulters in accordance with the Prevention of Corruption Act, 2006.

Signed

Authorized Representative

Date

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FORM TECH-2: FORM OF TENDER

To: The Chief Executive Officer
The Eswatini Investment Promotion Authority
(EIPA)

Address: P. O. Box 4194
Mbabane
H100
Eswatini

Sir

Having examined the Drawings, Conditions of Contract, Specification, Bill of Quantities and Addenda No.'s.... for the construction of the above-named Work, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedules of Quantities and Addenda, for the sum of:

E (Emalangeni) _____ (in words) _____

_____ or other such sum as may be ascertained in accordance with the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates being taken as correct.

We agree to abide by this Tender for a period of as stated in the Appendix to Tender from the date fixed for receiving the same and it shall remain binding on us and may be accepted at any time before the expiration of that period.

I/we undertake to deliver the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of a local Bank or Insurance Company (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding 10% (ten percent) of the above-named sum, for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/we propose is:

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding contract between us.

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

Dated this: _____ day of _____ 20 _____

Signature: _____ in the capacity of _____

Duly authorised to sign on behalf of: _____

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(IN BLOCK CAPITALS)

Address: _____

Witness: _____

Address: _____

Occupation: _____

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ANNEXURE A

PROJECTS IN PROGRESS

Give information about all projects in progress

Name of Project	Value (E)	Consultant	Percentage Complete

NAME OF CONTRACTOR.....

ADDRESS.....

PHONE.....FAX.....CELL.....

SIGNATURE.....DATE.....

Tenderer shall submit Completion Certificates signed by the project owner or Supervising Consultant

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ANNEXURE B

RELEVANT PROJECTS COMPLETED

Give information about relevant projects completed in the past three years

Name of Project	Value (E)	Consultant	Date Completed

NAME OF CONTRACTOR.....

ADDRESS.....

PHONE.....FAX.....CELL.....

SIGNATURE.....DATE.....



ANNEXURE C

CONFIRMATION OF SITE VISIT

PROJECT:.....

This is to confirm that the under mentioned contractor attended the site visit for the above mentioned project.

NAME OF PRINCIPAL AGENT.....

SIGNATURE.....

DATE.....

NAME OF CONTRACTOR:.....

ADDRESS.....

PHONE..... CELL.....

SIGNATURE.....

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ANNEXURE D

BILLS OF QUANTITIES

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