

REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK



ESWATINI POSTS AND TELECOMMUNICATIONS CORPORATION (EPTC)

REQUEST FOR TENDER (RFT)

TENDER NAME: CEVIL WORKS TO REPAIRING AND MAINTAINANCE OF THE UNDERGROUND NETWORK AT MBABANE, SIDWASHINI, MANZINI, NHLANGANO AND PIGGS PEAK ZONES

TENDER NUMBER: 32 of 2024/2025

CLOSING DATE AND TIME: 31/01/2025 AT 12: 00 NOON

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SECTION A: COMPANY BACKGROUND

The Eswatini Posts and Telecommunications Corporation (“EPTC”), a body corporate, was established in April 1986 under Act No. 11 of 1983. This Act regulates all the activities of EPTC. The EPTC is responsible to the Minister for Information and Communications Technology (ICT), who in turn is answerable to Government for the activities of the Corporation. The Public Enterprises - Control and Monitoring Act No. 8 of 1989 classifies the Corporation as a category A Public Enterprise, as a body wholly owned by Government or in which Government has a majority interest.” The main responsibilities of EPTC are the operation, maintenance and development of Postal and Telecommunications services nationally.

Vision

“To provide effective, affordable and world class communications solutions, which will stimulate economic growth and satisfy all stakeholders.”

Mission

“To run our communications business more efficiently for the benefit of all our stakeholders through the application of modern technology and sustaining an overriding customer focus.”

Values

- ☐ Respect
- ☐ Collaboration
- ☐ Integrity
- ☐ Innovation
- ☐ Agility

Business Focus

EPTC has four business interests, namely:

- ☐ Swazi Post, a business division of EPTC focusing on postal and financial services
- ☐ Swazi Telecom Limited, a subsidiary company wholly owned by EPTC, focusing on the last mile telecommunication access, products and services

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- Infrastructure Business, a Business Division of EPTC, focusing on backbone and gateway services for licensed operators and ISPs
- National Contact Centre Limited, a subsidiary company wholly owned by EPTC, focusing on transforming local and international businesses through provision of business process outsourcing solutions.

SECTION B: TENDER INVITATION AND SUBMISSION

1. The purpose of this document is:
 - To provide prospective Vendors with sufficient information to understand the business operations of EPTC and to respond to the specific tender requirements;
 - To ensure that a consistent level of information is obtained from each prospective Vendor; and
 - To provide a structured framework for the subsequent evaluation of the proposed solutions.
2. This document is an official Request for tender(RFT) for the goods or services as specified for Eswatini Posts and Telecommunications Corporation (EPTC). Vendors are required to respond to this RFT demonstrating that their offers are a probable fit to EPTC's overall requirements.
3. Tender documents must be submitted in a sealed package as follows:
 - ☒ **One (1) original, clearly marked "ORIGINAL"** ☒ **Three (3) copies, clearly marked "COPY"**
4. Submissions; clearly marked "Tender Number and Full Name" must be submitted into the Tender Box situated in the Phutfumani Building Reception entrance, Mahlokohla Street, Mbabane addressed as follows:

Tender Number and Name
The Secretary to the Tender Board
Eswatini Posts and Telecommunications Corporation
PO Box 125 Mbabane
H100
Eswatini
5. Tenderers are required to complete a tender submission register at the reception where the tender box is located before depositing their proposals into the tender box.
6. The technical and financial proposal must be submitted in two separate envelopes clearly marked same.

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7. All proposals documents must be submitted before or on the closing date and time as indicated in the RFT document. Late, faxed or e-mailed proposals will not be accepted. EPTC reserves the right to change the closing date and any other dates that may appear in this RFT. Such changes will be communicated as soon as they are made.
8. In the event of any problems with the delivery of the proposals, vendors should please contact the Secretary to Tender Board on the following number: +268-2405 2143 or email: kennethd@sptc.co.sz.
9. If the envelopes are not sealed and marked as required, EPTC will assume no responsibility for the tenders' misplacement or premature opening.
10. All enquiries relating to this RFT should be submitted in writing to the Secretary to the Tender Board or e-mailed to kennethd@sptc.co.sz no later than 31.01.2025

All questions and answers thereto will be communicated in writing to all participants. No direct communication or contact with any other party at EPTC is permissible. Any such breach may disqualify the company. If any enquiries are sent by fax or original copies, these should be followed by email correspondence within 24 hours.

11. Summary of Submission Deadlines

ITEM	DATE		TIME
Tender Closing and Opening	31/01/2025		12:00 NOON
Site Inspection / Pre-Tender Briefing	10/01/2025		0900hrs

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ESWATINI POSTS AND TELECOMMUNICATIONS CORPORATION (EPTC) TENDER ADVERTISEMENT

REQUEST FOR TENDER FOR REPAIRING AND MAINTAINANCE OF UNDERGROUND NETWORK SLEEVES

The Eswatini Posts and Telecommunications Corporation (EPTC) intends to appoint suitably qualified contractors registered with the **Construction Industry Council (CIC) for Civil Works under grade C6** and above, for repairing and maintenance of underground network at Mbabane, Manzini, Nhlanguano and Piggs Peak zones.

The following should be note;

- A compulsory non-refundable **Request to Tender Fee of E500.00** for all bidders is payable at Eswatini Posts and Telecommunications Corporation (EPTC) Telecentres and Post Offices, from the **02th January 2025**
- Soft copies of this RFT document can be downloaded from ESPPRA website www.esppra.co.sz.
- Soft/Hard copies of Manhole Drawings are obtainable at EPTC Supply Chain Offices upon payment of the Request to Tender fee.
- Pre-bid meeting and site visits will be conducted on the **10th January 2025**
- During tender opening each tenderer can bring a maximum of two people to ensure everyone is accommodated in our confined facility.
- Tenders must be delivered not later than **12H00, Friday 31th January 2025** at which time the tender documents will be opened in public.

Eswatini Posts and Telecommunications Corporation (EPTC) reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

Themba Khumalo
Managing Director

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1. Eligibility and Qualification of Tenderers

Tenderers must be eligible to tender and be qualified and capable to perform any resulting contract prior to being awarded a contract.

The Tender shall specify the eligibility and qualification criteria.

2. TENDERER'S RESPONSIBILITIES

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering documents. Failure to furnish all information required by the Tendering documents or to submit a Tender not substantially responsive to the Tendering documents will be at the Tenderer's risk and may result in the rejection of its Tender.

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

3. CORRUPT COLLUSIVE, FRAUDULENT AND COERCIVE PRACTICES

Tenderers should be aware that the Government of Swaziland has embarked on a 'procurement reform program' with the objective of achieving greater transparency, accountability and value for money in the use of public funds.

Tenderers participating in public procurement at all times are to abide by their obligations and are not to commit or abet corrupt, fraudulent, collusive or coercive practices.

Tenderers should be aware that a tenderer who engages in corrupt, collusive, fraudulent or coercive practices will have their tenders rejected and may further be subject to prosecution under the laws of Swaziland.

The Government of Swaziland has recently put in place an Anti-Corruption Commission to investigate specific instances of alleged corrupt, collusive, fraudulent or coercive procurement practices. "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution;

"Collusive" practice means a scheme or arrangement between two or more tenderers, with or without the knowledge of EPTC, designed to establish tender prices at artificial, non-competitive levels;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.

4. CONFLICT OF INTEREST

Suppliers and Contractors are required to provide professional, objective, and impartial advice and at all times hold the Client's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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Without limitation on the generality of the foregoing, Suppliers and Contractors, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) A firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, non-consulting services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) Suppliers and Contractors (including its Personnel and Sub-Consultants) that has a business or family (parents, spouse(s) and children including adopted children) relationship with a member of the Client's staff who is directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.

Suppliers and contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the supplier and contractor or the termination of its contract.

5. TENDER PREPARATION

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and EPTC shall be written in the English language.

6. PRE-TENDER MEETING/SITE INSPECTION

If so stated in the Tender, Tenderers shall be invited to a pre-tender meeting/site inspection which will be held at the time and at the location stated. Tenderers are encouraged to provide questions in writing before the event.

If a pre-tender meeting/site inspection is described as compulsory, tenderers will not be eligible to tender if they fail to attend.

7. VALIDITY

Tenders shall be valid for the number of days specified in the Tender past the latest date for submission. Tenders with a shorter validity will be rejected.

8. DOCUMENTARY REQUIREMENTS

Tenders shall be submitted on the forms provided in the Tendering Document and in the number of copies stated in the Tender. Tenders must be typewritten or in black ink and signed in black ink by the contractor's authorized representative. Incomplete or unsigned Tenders may be rejected.

Tenderers shall indicate pricing and pricing breakdown as required. In the event of an error in the extension of prices, the unit prices shall prevail. Prices shall be fixed for the duration of the

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contract and not subject to variation unless otherwise stated in the Tender. Prices must include all costs for the requirement including any incidental services and all applicable taxes.

9. DOCUMENTS COMPRISING THE TENDERER'S OFFER The

Tender must comprise the following:

- a) **Tender Form** duly completed and signed by the Tenderer (and any joint venture partners) **together with Priced Schedule/s** with itemized prices in Emalangeneni including any breakdown costs in the forms contained in this Invitation to Tender document. Price **must** be inclusive of all taxes.
- b) A signed **Declaration of Eligibility** in the form provided in this document.
- c) **A Tender Security or Guarantee** in the form contained in this document for the value and validity indicated in the Tender. The Tender security may be forfeited if a Tenderer:
 - Withdraws its Tender during the period of Tender validity specified on the Tender Form, or;
 - does not accept the correction of errors or;
 - in the case of a successful Tenderer, if the Tenderer fails to sign the contract; or to furnish a performance guarantee if required.
- d) A certified copy of a relevant current **Trading Licence**. (Not applicable for foreign suppliers).
- e) Certified copy of a current **Tax Compliance Certificate** (Not applicable for foreign suppliers)
- f) **Delivery time**; in weeks from award of contract or compliance with required delivery schedule if stated in the Tender or in the Schedule of Requirements.
- g) Adequate **certificates of quality**, (if applicable).
- h) Technical brochure of each proposed item (if applicable).
- i) In cases where the offered pharmaceuticals would normally be subject to manufacturer's warranty and the Tenderer is not the manufacturer of the pharmaceuticals offered, suitable authority from the manufacturer must be provided in the format provided in this document.
- j) Any other documents specified in the Tender.

Failure to provide any of the required documents may result in rejection of the Tenderer's offer.

10. PRICE

The Tenderer will afford EPTC a "Most Favoured Client" status and prices and rates.

EPTC may undertake 'price verification' to confirm market prices and rates.

11. TENDERER'S REQUEST FOR CLARIFICATION

A prospective Tenderer requiring any clarification of the Tendering documents may notify EPTC in writing or electronic mail EPTC will respond in writing to any request for clarification of the tendering documents. Written copies of EPTC's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the Invitation to Tender documents.

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12. SUBMISSION OF TENDERS

Original, signed, sealed Tenders must be received at the location specified in the Tender on or before the specified date and time.

The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "Original" and "Copy" and quoting the Tender reference and the Tenderers Address. The envelopes shall then be sealed in an outer envelope. The outer envelope shall be addressed and marked according to the requirements of the Tender. At this time, all tender responses are to be delivered as a 'hard copy' document. Electronic submissions will not be receipted.

13. LATE TENDERS

Any Tender received by EPTC after the deadline for submission specified in the Tender will be rejected and returned unopened to the Tenderer.

14. MODIFICATIONS AND WITHDRAWAL OF TENDERS

The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by EPTC prior to the deadline for its submission. A withdrawal notice may also be sent by fax or e-mail, but followed by a signed confirmation copy. A Tenderer's representative shall initial Tender changes or modifications in black ink. No Tender may be modified after the deadline for submission of Tenders.

No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of its validity.

15. TENDER OPENING

The date, time and place for the opening of Tenders and tenders is specified in the Tender. All Tenderers have the right to attend at their own expense.

The name of each Tenderer and the total amount of its Tender will be read aloud and the Tender Form and price schedules shall be signed by the Tender Opening Committee.

Minutes of the Tender Opening will be prepared and copies provided to any interested party upon request.

16. PRELIMINARY EXAMINATION

Prior to the detailed evaluation, EPTC will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tendering document without material deviations. EPTC's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, it will be rejected by EPTC and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

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

EPTC shall reject any Tender when:

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- The Tenderer has failed to demonstrate ability to perform according to the requirements indicated in the Tendering documents;
- The Tenderer refuses to accept the correction of an arithmetical error;
- The Tenderer is not substantially responsive to the requirements of the Tendering documents or the technical specifications;
- The Tenderer has failed to comply with a request for clarification of Tenders.
- If a Tender Security has been requested and this does not accompany the Tender.

16. DETAILED EVALUATION

Only Tenders that were found to be substantially responsive will be subjected to detailed examination.

EPTC shall appoint a committee of evaluators to examine and evaluate all Tenders.

In the evaluation of Tenders, the following criteria will be taken into account.

- Responsiveness to the required specifications.
- Price of goods or equipment including Delivery, Carriage and Insurance Paid to final destination in Swaziland and inclusive of all taxes.
- Any other Criteria specified in the Tender.

During evaluation of the Tenders, EPTC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted. Tenderers who do not respond to requests for clarification will have their tenders rejected.

Any effort by a Tenderer to influence EPTC in its decisions on Tender evaluation, Tender comparison, or contract award may result in the rejection of the Tenderer's Tender.

18. LOCAL PREFERENCE

Swazi companies will be given a preference in the evaluation of tenders by adding a 15% (fifteen percent) margin to the evaluated price of other tenderers who are not eligible for the preference during the financial evaluation of tenders. For purposes of this Clause, a Swazi company is one which is registered in Swaziland and majority owned by Swaziland citizens.

19. AWARD OF CONTRACT

Prior to recommending an award of contract EPTC may decide to post qualify the lowest evaluated substantially responsive tenderer to verify the tenderer's documentation and facilities. A contract will not be awarded to any tenderer who fails to be post qualified.

EPTC will award the contract to the Tenderer having submitted the lowest evaluated, substantially responsive Tender who is recognized to have the capability to undertake and complete a contract. Prior to the expiration of the Tender's validity, EPTC will notify the successful Tenderer in writing that its Tender has been accepted. The successful Tenderer will be expected to sign a contract and if required in the Tender provide a Performance Guarantee within 14 (fourteen) days of the notification of award. The Performance Guarantee will be valid for the period of the contract including any warranty obligations. Where a

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Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of a Performance Guarantee. All unsuccessful tenderers securities will be returned at the same time.

20. REJECTION OF TENDERS

EPTC reserves the right to accept or reject any tender, and to annul the tendering process at any time prior to the award of a contract, without thereby incurring any liability to the affected Tenderer(s) or any obligation to provide information on the grounds for its action.

21. CHANGES OR REDUCTIONS AT AWARD

EPTC reserves the right at the time of contract award to increase or decrease, by up to 25% (twenty-five percent), the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

22. CONTRACT FORMATION

Your response to the Tendering Document is an offer to the Government.

A Tender becomes a binding contract only when officially accepted in writing by the Government. Payment for any procurement under this tender is dependent upon a Contract duly signed by both parties.

23. CONTRACT PERFORMANCE

Contract performance of awarded tenders will be measured against:

- Delivery against agreed Specification;
- Delivery of tendered items against agreed delivery schedule; and
- Delivery of tendered items against agreed price.
- Contract performance will be considered in future tenders.

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REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

SECTION C: SCOPE / SPECIFICATIONS OF TENDER

CIVIL WORKS FOR THE MAINTANANCE OF THE UNDERGROUND NETWORK IS NECESSSITATED BY A VARIETY OF REASONS INCLUDING BLOCKED SLEEVES BY NATRUAL CAUSES AND NEW DEVELOPMENTS e.g. BUILDINGS, ROAD DESIGNS IMPROVEMENTS AND NATURAL PLANTS' ROOTS AND ITS COVERS A COMBINED DISTANCE OF ALMOST 3KMS IN MBABANE, MANZINI, SIDWASHINI, NHLANGANO AND PIGGS PEAK

ITEM	DESCRIPTION	Unit	Qty	RATE (E)	AMOUNT E
1	<u>PRELIMINARY AND GENERAL</u>				
1,1	Preliminary and general				
	<u>PRELIMINARY AND GENERAL TOTAL CARRIED TO MAIN SUMMARY</u>				
	MBABANE				
2	<u>Ministry of Finance parking (100m)</u>				
2,1	Excavation and trench backfilling	m3	43		
2,2	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route (100m)	m	400		
2,3	Skull and Crossbones danger tape	m	100		
2,4	Removal and Replacement of Asphalt	m2	100		
3	<u>Mbabane Plaza running in front of Shoprite (300m)</u>				
3,1	Excavation and trench backfilling	m3	126,75		
3,2	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC	m	1200		
3,3	Skull and Crossbones danger tape	m	1200		
3,4	Removal and Replacement of pavers	m2	300		
4	<u>Along Sozisa Road after police station junction going towards checkers. (80m)</u>				
4,1	Excavation and trench backfilling	m3	29		
4,2	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	160		
4,3	Skull and Crossbones danger tape	m	80		
5	<u>Along Sozisa Road before after filling station going towards checkers(80m).</u>				
5,1	Excavation and trench backfilling	m3	34		
5,2	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	160		
5,3	Skull and Crossbones danger tape	m2	80		
6	<u>Along Sozisa Road on OK Foods parking (170m).</u>				
6,1	Excavation and trench backfilling	m3	72		
6,2	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	340		
6,3	Skull and Crossbones danger tape	m	170		
6,4	Removal and replacement of Asphalt and Pavers	m2	170		

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7	<u>Next to Sololo Road and Inhlaba Road junction (below Cozy Corner).</u>				
7,1	Expose sleeve at end point and rectify	item	1		
8	<u>Blocked Manhole at Skom pass OK foods before New dawn Pre School</u>				
8,1	Construction of Manhole as per attached drawing	no	1		
9	<u>Squashed sleeve along Mosque (Muslim Church) (38m).</u>				
9,1	Excavation and trench backfilling	m3	16		
9,2	Removal and replacement of Pavers	m2	38		
9,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	76		
9,4	Skull and Crossbones danger tape	m	38		
10	<u>Crossing blocked at Cab 10, next to UN Building (20m)</u>				
10,1	Excavation and trench backfilling	m3	8,45		
10,2	Removal and replacement of Asphalt	m2	20		
10,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	80		
10,4	Skull and Crossbones danger tape	m	20		
MBABANE SUMMARY CARRIED TO SUMMARY					
MANZINI					
11	<u>Across Traffic lights to Market near AHF Building (20m).</u>				
11,1	Excavation and trench backfilling	m3	9		
11,2	Removal and replacement of Asphalt	m2	20		
11,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	80		
11,4	Skull and Crossbones danger tape	m	20		
12	<u>Past the Kiosk towards Traffic lights at Market entrance (190m)</u>				
12,1	Excavation and trench backfilling	m3	81		
12,2	Removal and replacement of Asphalt	m2	190		
12,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	380		
12,4	Skull and Crossbones danger tape	m	190		
12,5	Construction of Manhole as per attached drawing	no	1		
13	<u>At Estel House on way to Liqhaga Offices Building</u>				
13,1	Construction of Manhole as per attached drawing	no	1		
14	<u>Police station towards Police Headquarters (25m)</u>				
14,1	Excavation and trench backfilling	m3	11		
14,2	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	100		
14,3	Skull and Crossbones danger tape	m	25		
14,4	Removal and replacement of Asphalt	m2	25		

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15	<u>Ngwane street, between Manzini exchange and end of old Dee Bee Building (60m)</u>				
15,1	Excavation and trench backfilling	m3	25		
15,2	Removal and replacement of Asphalt	m2	60		
15,3	Introduce new 6 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	360		
15,4	Skull and Crossbones danger tape	m	60		
16	<u>Along Ngwane street, between manhole at Junction mall and next manhole opposite Motruck (20m)</u>				
16,1	Excavation and trench backfilling	m3	9		
16,2	Removal and replacement of Asphalt	m2	20		
16,3	Introduce new 6 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	120		
16,4	Skull and Crossbones danger tape	m	20		
17	<u>Along Villiers street in front of Ratco Paints (120m)</u>				
17,1	Excavation and trench backfilling	m3	51		
17,2	Removal and replacement of Pavers	m2	120		
17,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	480		
17,4	Skull and Crossbones danger tape	m	120		
18	<u>From Manzini market traffic lights to new Nandos (100m)</u>				
18,1	Excavation and trench backfilling	m3	43		
18,2	Removal and replacement of Concrete pavement	m3	100		
18,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	200		
18,4	Skull and Crossbones danger tape	m	100		
19	<u>From Junction mall exit to manhole opposite Galp filling station (100m)</u>				
19,1	Excavation and trench backfilling	m3	43		
19,2	Removal and replacement of Asphalt	m2	100		
19,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	200		
19,4	Skull and Crossbones danger tape	m	100		
20	<u>Across Cabinet 18</u>				
20,1	Construction of Manhole as per attached drawing	no	1		
21	<u>From Police station junction manhole to Liphaga flats manhole (400m)</u>				
21,1	Excavation and trench backfilling	m3	169		
21,2	Removal and replacement of Concrete Pavers and Asphalt	m2	400		
21,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	1600		
21,4	Skull and Crossbones danger tape	m	400		

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22	<u>Road crossing at Trelawney Park junction to Inkanyeti school (20m)</u>			
22,1	Excavation and trench backfilling	m3	9	
22,2	Removal and replacement of Asphalt	m3	20	
22,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	40	
22,4	Skull and Crossbones danger tape	m	20	
23	<u>Next Flas Manhole buried by asphalt</u>			
23,1	Raise manhole as per attached drawing	no	1	
24	<u>Between Checkers and Bhunu mall entrance opposite Library (60m).</u>			
24,1	Excavation and trench backfilling	m3	26	
24,2	Removal and replacement of concrete paving and Alphalt	m2	60	
24,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	240	
24,4	Skull and Crossbones danger tape	m	60	
25	<u>From Farmers bank to Growmore (100m)</u>			
25,1	Excavation and trench backfilling	m3	43	
25,2	Removal and replacement of concrete paving and Asphalt	m3	100	
25,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	200	
25,4	Skull and Crossbones danger tape	m	100	
26	<u>From Cabinet 17 to Langa centre road crossing blocked (30m)</u>			
26,1	Excavation and trench backfilling	m3	13	
26,2	Removal and replacement of Asphalt	m2	30	
26,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	120	
26,4	Skull and Crossbones danger tape	m	30	
27	<u>From Ratco paints to GM Motors (100m)</u>			
27,1	Excavation and trench backfilling	m3	42	
27,2	Removal and replacement of concrete paving and Asphalt	m2	100	
27,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	200	
27,4	Rehabilitate Manhole as per attached drawing	no	1	
27,5	Skull and Crossbones danger tape	m	100	
	MANZINI SUMMARY CARRIED TO MAIN SUMMARY			

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	SIDVWASHINI				
28	<u>Towards GMR entrance (70m).</u>				
28,1	Excavation and trench backfilling	m3	30		
28,2	Removal and replacement of concrete paving	m2	70		
28,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	140		
28,4	Skull and Crossbones danger tape	m	70		
28,5	Construction of manholes as per attached drawing	no	2		
29	<u>Next to Gallagher Entrance (50m).</u>				
29,1	Excavation and trench backfilling	m3	22		
29,2	Removal and replacement of concrete paving	m3	50		
29,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	100		
29,4	Skull and Crossbones danger tape	m	50		
30	<u>World Vision towards Buy Cash (90m)</u>				
30,1	Excavation and trench backfilling	m3	38		
30,2	Removal and replacement of concrete paving	m3	90		
30,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	180		
30,4	Skull and Crossbones danger tape	m	90		
31	<u>From DP next to The mobile unit towards Fedex</u>				
31,1	Construction of manholes as per attached drawing	no	1		
	SIDVWASHINI SUMMARY CARRIED TO MAIN SUMMARY				
	PIGG'S PEAK				
32	<u>Between Standard Bank and Shoprite Stores (15m).</u>				
32,1	Excavation and trench backfilling	m3	7		
32,2	Removal and replacement of concrete paving	m3	15		
32,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	60		
32,4	Skull and Crossbones danger tape	m	15		
33	<u>Between Standard Bank and Shoprite Stores (20m)</u>				
33,1	Excavation and trench backfilling	m3	9		
33,2	Removal and replacement of concrete paving	m3	20		
33,3	Introduce new 4 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	80		
33,4	Skull and Crossbones danger tape	m	20		
34	<u>Junction Manhole from the main road to Exchange</u>				

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34	Junction Manhole from the main road to Exchange				
34,1	Construction of manholes as per attached drawing	no	1		
	PIGG'S PEAK SUMMARY CARRIED TO MAIN SUMMARY				
	NHLANGANO				
35	Intersection between Velembi street and Masengula Street (12m).				
35,1	Excavation and trench backfilling	m3	5		
35,2	Removal and replacement of asphalt	m2	10		
35,3	Introduce new 2 x 110mm "Kabelflex" high density polyethylene (HDPE) ducts PVC sleeves along the route	m	24		
35,4	Skull and Crossbones danger tape	m	12		
	NHLANGANO SUMMARY CARRIED TO MAIN SUMMARY				
	MAIN SUMMARY				
1	PRELIMINARIES AND GENERALS				
2	MBABANE				
3	MANZINI				
4	SIDVWASHINI				
5	PIGG'S PEAK				
6	NHLANGANO				
	SUB TOTAL				
	ADD 10% CONTIGENCIES				
	SUB TOTAL 2				
	ADD CIC LEVY				
	SUB TOTAL 3				
	ADD VAT				
	TOTAL				

NB: SITE VISITS ARE COMPULSORY FOR ALL BIDDERS

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REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

SECTION D: TENDER EVALUATION CRITERIA

	DESCRIPTION	POINTS
1.	Responsiveness of Tender	Yes/No
	<ul style="list-style-type: none"> All required documentation and information has been submitted. i. Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body. ii. Certified copy of Valid Trading License. iii. Valid Tax Compliance Certificate. iv. Certified copy of VAT Registration Certificate v. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms. vi. Police Clearance for Directors. vii. Certified copy of Labour Compliance Certificate. viii. Latest audited financial statements. ix. Proof of purchase of tender document receipt (EPTC). 	
2.	Technical Capability	25
	<ul style="list-style-type: none"> Quality of the product i.e. Profile extent to which it meets tender specification, expectation or scope; years of service in similar business. (10) At least three letters of reference from clients of similar nature as EPTC (preferably companies), with contact persons and contact numbers. (7) Project method Statement and estimated duration period (work execution Plan) (8) <p>NB: EPTC reserves the right to contact any of the references listed.</p>	
3.	Availability of Resources	25
	<ul style="list-style-type: none"> Financial capacity as evident in submitted financials. (10) Managerial extent of involvement / availability of key personnel who will be operating under the contract, including management and supervisory back up. (10) Availability of Machinery and Equipment (Leased/Owned) (5) 	

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	<p>NB: A proposal with a score less than 80% (minimum technical qualifying mark) of the points allocated in 2 and 3 above shall be disqualified and eliminated from further evaluation. Technical evaluation shall be done separately and independently of any financial consideration.</p>	
4.	Price	50
	<p>• The pricing - framework must be detailed and comprehensive, clearly articulating all taxes to be charged. (50)</p> <p>The following evaluation formulae shall be used in the allocation of price score:</p> $Ps = \frac{\text{Lowest price}}{\text{Bid price}} \times \text{Total Points}$ <p><u>Where:</u></p> <p>Ps - Points scored for bid under consideration.</p>	
	Total points allocation	100

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SECTION E: TERMS AND CONDITIONS OF TENDER

1.0 Definitions

The following terms shall be interpreted as indicated:

- 1.1. “Closing time” means the date and hour for the deadline for receipt of bids.
- 1.2. “Contract” means the written agreement entered into between the purchaser and the supplier and including all attachments, appendices thereto and all documents incorporated by reference therein.
- 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper or satisfactory performance of his contractual obligations.
- 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a EPTC official in the procurement process or in contract execution.
- 1.5. “Day” means calendar day.
- 1.6. “Delivery” means delivery in compliance to the conditions of the contract or Purchase order.
- 1.7. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.
 - 1.7.1. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.8. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.9. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.10 “Performance Security” means a guarantee or a bond from a successful tenderer’s bank which should be provided by the successful tenderer to the procuring entity with the aim of compensation for any loss resulting from the tenderer’s failure to complete its obligations under the contract;
- 1.12 “Purchase Order” means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.13 “Project site” where applicable, means the place of delivery or project implementation as indicated in bidding documents.
- 1.14 “Purchaser” means the organization (EPTC) purchasing the goods or procuring services.
- 1.15 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.16 “Supplier” means the successful bidder / tenderer who is awarded the contract to supply, maintain or administer (where applicable) the specified services or goods to the Corporation.
- 1.17 “Tenderer” means a prospective supplier who has submitted a bid or proposal for the tender.

2.0 Application

- 2.1. These general conditions of tender are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3.0 Terms and Conditions

- 3.1 This Request for tender not a contract, and does not create an obligation on EPTC’s part to purchase goods, services or works from any company submitting a proposal.
- 3.2 EPTC in its sole and absolute discretion reserves the right to:
- Reject any or all proposals, whether or not these instructions are followed.
 - Reject any submissions not complying with the specified tender instructions.
 - Short list candidates and / or do site inspections at the premises of the tenderers or listed reference clients.
 - Not base the final decision solely on price.

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- 3.3 EPTC reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e. proposals failing to meet the terms of these instructions) received;
- 3.4 EPTC reserves the right to accept or reject all proposals, at any time prior to the award of the contract, without thereby incurring any liability to the affected tenderer(s), or any obligation to inform the affected tenderer(s) of the grounds for the EPTC's action.
- 3.5 Unless otherwise indicated in the bidding documents, the Corporation shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.6 Invitations to bid are usually published in locally distributed news media and in the Corporation's website except for a tender waiver or selective tender.
- 3.7 The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and EPTC, shall be written in the English language.
- 3.8 To assist in the examination, evaluation and comparison of tenders, EPTC may, at its discretion, ask the tenderer for a clarification on any part of its tender and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.
- 3.9 EPTC does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. EPTC may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.
- 3.10 Acceptance or rejection of a tender offer will be communicated by a formal acceptance or rejection letter sent by fax, email and or normal post, directly to the tenderer. An acceptance by such letter will

not mean that EPTC is binding itself to an agreement. EPTC shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties.

- 3.11 Tenderers will not be permitted to modify or change the substance of their proposals after the closing date and when the tender box has been opened.
- 3.12 EPTC reserves the right to modify, or change the specifications or even cancel the tender before the tender opening, and restart the tender process if necessary.

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- 3.13 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
- 3.14 Tenders or any part thereof received after the stipulated closing date and time will not be accepted.
- 3.15 Tenders will be opened on the closing date and time; and Tenderers are invited to attend the Tender Opening Meeting for which they will be informed if there are changes on the date.
- 3.16 Tender Compliance and the bid price will be read and recorded in the presence of all the Tenderers or their representatives present during the opening. However, tenders shall be opened even if Tenderers or their representatives are not present at the scheduled time.
- 3.17 EPTC requires that Tenderers observe the highest standard of ethics during the tender process and execution of contracts.
- 3.18 Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anticompetitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, EPTC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of tenders.
- 3.19 Any collusion amongst Tenderers or between Tenderers and EPTC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the EPTC employee.
- 3.20 EPTC reserves the right to exclude certain persons and legal entities in the event of poor performance; the tender offering or attempting to offer any bribe, promised a bribe, or any other consideration to any EPTC employee involved with this tender or the tenderer has acted fraudulently and or in bad faith.
- 3.21 The tender, or contract if it has been concluded already, will be declared invalid if EPTC determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of EPTC with the intention

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of influencing the award of the contract. Any restriction imposed upon any such tenderer shall also apply to any other enterprise under the same or different name with which the person, firm or company is actively associated.

3.22 The Tenderer should provide satisfactory evidence acceptable to EPTC to show that:

3.22.1 It is a reputable company with adequate technical knowledge, professional qualification, and wide experience with regards to the tender requirement.

3.22.2 It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

3.22.3 It has an adequately qualified and experienced team assigned for the work under this tender.

3.23 A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; which precisely define the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.

3.24 Tenderers are advised to provide all relevant information as required.

3.25 Any document submitted in reply to the RFT shall become the property of EPTC which shall be used, commercially, confidentially and solely for the purpose of the evaluation of tenders and the selection of a suitable vendor.

3.26 EPTC will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender requirements and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended requirement.

4.0 Standards

4.1. The goods, works or services supplied shall be evaluated for determination of conformance to the standards mentioned in the bidding documents and specifications.

5.0 Use of contract documents and information; inspection.

[Type here]

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5.1. The supplier shall not, without the Corporation's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the Corporation's prior written consent, make use of any document or information mentioned in General Conditions of Tender clause 5.1 except for purposes of performing the contract.

6.0 Patent rights

6.1. The supplier shall indemnify the Corporation against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Corporation.

7.0 Performance Security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder may be requested to furnish to the Corporation a performance security of an amount to be determined by the Corporation or specified in the conditions of the Contract.

7.2. The proceeds of the performance security shall be payable to the Corporation as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Corporation and shall be in one of the following forms:

7.3.1. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Eswatini, SADC country or territory acceptable to the Corporation, in the form provided in the bidding documents or another form acceptable to the Corporation.

7.4. The performance security will be discharged by the Corporation and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

7.5 EPTC reserves the right to demand a performance security or guarantee for all upfront payments required by a supplier.

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8.0 Inspections, Tests and Analyses

8.1. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the Corporation or an organization acting on behalf of the Corporation.

8.2. If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Corporation shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. Supplies and services which are referred to above and which do not comply with the contract requirements may be rejected. EPTC reserves the right to reject goods or services which do not comply with contract requirements.

8.4. Any contract goods shall on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the Corporation may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.5. The provisions of the above clauses 8.3 and 8.4 shall not prejudice the right of the Corporation to cancel the contract on account of a breach of the conditions and to seek any remedy it may have in law.

9.0 Delivery

9.1 Delivery of the goods or services shall be made by the supplier in accordance with the documents and terms specified in the contract.

9.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Corporation in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Corporation shall evaluate the situation and may at its

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discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

10.0 Insurance

The goods or services supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

11.0 Payment

11.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

11.2. The supplier shall furnish the Corporation with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

11.3. Payments shall be made by the purchaser not later than thirty (30) days after submission of an invoice or claim by the supplier, unless otherwise specifically agreed.

11.4. Payment will be made in Emalangeni or South African Rands, unless otherwise stipulated.

12.0 Prices

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the Corporation's request for bid validity extension, as the case may be.

12.2 Bids should be valid for a period of at least 120 days (one hundred and twenty days) after the closing date. An extension of validity will be negotiated if necessary.

12.3 Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will EPTC accept any request for price adjustment on grounds that a mistake was made in the tendered prices.

12.4 By submission of the tender, the Tenderer implicitly certifies that:

- the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;

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- unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
- no attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.

12.5 Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

12.6 Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

12.7 All prices must be in Emalangeni or South African Rands; and must clearly reflect all taxes applicable or not applicable.

12.8 Prices must be provided by completion of a Bill of Quantities (BOQ) accordingly where they have been provided in the RFT document.

13.0 Penalties

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Corporation shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Corporation may also consider termination of the contract.

14.0 Applicable law

Upon award of this tender, the contract shall be interpreted in accordance with the laws of the Kingdom of Eswatini, unless specifically agreed to otherwise.

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15.0 Taxes and duties

15.1 A foreign supplier shall be entirely responsible for all taxes, including withholding tax (15%) and any other such levies imposed in Eswatini. Please refer to the following extract from the Eswatini Tax legislation:

“Withholding Tax on Payments to Non Resident Contractors

This applies to any person who makes payment, a result of an agreement relating to construction operations, to a person whose principal place of business is outside Eswatini. This withholding tax is on account of the liability of the non-resident. The withholder should furnish the non-resident person with a certificate showing amount of the payment under the agreement and tax deducted.”

Withholding Tax on Payments Non Resident Persons

A person who makes payment to any non-resident person is required to withhold tax on the gross amount resulting from a contract which has a Swazi source of income excluding an employment contract. The main purpose of the contract should be the performance of a service. Goods supplied in the performance of the service shall be excluded from the calculation of the tax as they are only incidental i.e. a non-resident mechanic who comes with tools and service parts will be liable to such tax on the labour fees only not the service parts.

Non-Resident Withholding Tax on Royalties and Management Fees

Every person who makes any payment of royalty or management fee or both to a person not ordinarily resident in Eswatini is required to withhold tax. The tax is final and a certificate should be furnished to the non-resident person.

Sportsmen and Entertainers

This is imposed on any remuneration paid to, or the gross receipts of, public entertainers, sportsman, theatrical, and musical, group of public entertainers from outside Eswatini or not ordinarily resident in Eswatini. Withholding such tax is a responsibility of the local agent, promoter or any other person making payment to the non-resident.”

15.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods or services to the purchaser.

15.3 Suppliers who charge VAT must attach a certified copy of a VAT Registration certificate.

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16.0 Work Permit

It shall be the sole obligation of the awarded tenderer, if non-resident / foreign, to solicit a work permit from the Government of Eswatini at no cost to EPTC.

SECTION F TENDERER'S DESIGNATED LIASON

Tenderers must indicate below a single designated contact person, through whom all communications between EPTC and the company will take place:

Contact Name:

Designation:

Signature:

Telephone:

Fax:

Email:

[Type here]

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SECTION G - DECLARATION OF ELIGIBILITY FORM

_____ The
bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

To: The Managing Director
Eswatini Posts and Telecommunications Corporation
PO Box 125 Mbabane
H100
Eswatini

Dear Sir,

RE: Tender No: 32 of 2024/2025 FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

We, hereby declare that:

- (a) We, have a legal capacity to enter into the contract;
We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- (b) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings; and
- (c) We, do not have a conflict of interest in relation to the procurement requirement.
- (d) We, have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.
- (e) We, are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

[Type here]

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Authorized (Full Name): _____

Signature: _____ Date: _____

SECTION H - TECHNICAL BID SUBMISSION FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director
Eswatini Posts and Telecommunications Corporation
PO Box 125 Mbabane
H100
Eswatini**

Dear Sir,

RE: Tender No: 32 of 2024/2025 FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

I, the undersigned declare that:

(a) I, the undersigned, offer to provide the above services in accordance with your Request for tender and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

[Type here]

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- (b) We, hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.
- (c) If negotiations are held during the period of validity of the Proposal as indicated in Section I, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.
- (d) We, undertake, if our proposal is accepted, to initiate and complete the provision of the services in accordance to your requirements.
- (e) We, understand that Eswatini Posts and Telecommunications Corporation is not bound to accept the lowest or any proposal.

Yours Sincerely,

Authorized Signature: _____

Full Name : _____

Title of Signatory : _____

[Type here]

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REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

SECTION I - FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal.]

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

To: The Managing Director Eswatini Posts and Telecommunications Corporation PO Box 125 Mbabane H100 Eswatini

Dear Sir,

RE: Tender No: 32 of 2024/2025 FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

I, the undersigned declare that:

- (a) I, offer to provide the above services in conformity with the Request for tender and to technical and financial proposals;
- (b) A detailed financial proposal is attached;
- (c) The proposal will be valid for a period of _____ (numerical) / _____ (words) calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.
- (d) I, understand that you are not bound to accept any proposal that you receive;

Yours Sincerely,

[Type here]

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REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

Authorized Signature: _____

Full Name : _____

Title of Signatory : _____ **Tender Security
(Tender Bond)**

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

BOND NO. _____

BY THIS BOND *[name of Tenderer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in Eswatini**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “EPTC”) in the sum of *[Bond fee of 10% of tendered amount]¹ [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to EPTC dated the ____ day of _____, 20__, for the construction of *[name of Contract]* (hereinafter called the “Tender”).

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

- (a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- (b) refuses to accept the correction of its Tendering Price, pursuant to the Invitation Document;
- (c) having been notified of the acceptance of its Tender by EPTC during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

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

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

[Type here]

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REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

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

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Tender-Securing Declaration

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

Date: *[date (as day, month and year)]*

Tender No.: *[number of Tendering process]*

Alternative No.: *[identification No if this is a Tender for an alternative]*

To: *[complete name of Procuring Entity]* We,

the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with EPTC for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by EPTC during the period of Tender validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

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

[Type here]

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REQUEST FOR TENDER FOR THE REPAIR AND MAINTENANCE OF EPTC UNDERGROUND NETWORK

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

Duly authorized to sign the Tender for and on behalf of: *[complete name of Tenderer]*

Dated on _____ day of _____, _____ *[date of signing]* Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]

[Type here]

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