



TENDER DOCUMENT

SUPPLY OF PIPES AND FITTINGS FOR NHLANGANO TOWN

TENDER NO. 34 of 2021/22

November 2021



TENDER NO 34 OF 2021/2022 : SUPPLY OF PIPES AND FITTINGS FOR NHLANGANO TOWN

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ABBREVIATIONS/ACRONYMS

EWSC - Eswatini Water Services Corporation

BOQ - Bills of Quantities

PO - Purchase Order

ISO - International Standards

Organisation SABS - South African

Bureau of Standards GST - General

Sales Tax

Kg - Kilograms

TON -Tone

BS - British Standards

Ltr - Litre

Definitions

"Contractor" shall mean the agreement entered into by and between the Purchaser and the Contractor in terms of the Tender document.

"Tender document"-shall mean the complete booklet containing terms and /or conditions of the contract issued by the Purchaser and accepted by the Contractor.

"ESWASA" –shall mean the National Standards Body of the Kingdom of Eswatini, which is the Eswatini Standards Authority.

"Rejects"-shall mean the articles supplied by the contractor and are found by the Purchaser to be of poor quality and returned to the contractor.

"Inspectors"-shall mean the Purchaser's duly authorised officers whose responsibility is to carry out quality evaluations on the articles supplied by the Contractor.



1 INTRODUCTION TO TENDER DOCUMENTS



1.1 LETTER OF INVITATION

ESWATINI WATER SERVICES CORPORATION



LETTER OF INVITATION

Tender number EWSC 34 OF 2021/22

Supply of pipes and fittings for Nhlanguano Town

The Eswatini Water Services Corporation hereby invites sealed bids from eligible bidders for the supply of pipes and fittings. Bids are downloadable from EWSC website www.swsc.co.sz for a fee of E500.00 (Five hundred Emalangeneni) payable at any EWSC service centre. Proof of payment shall be submitted with the tender document.

Bids shall be valid for a period of 90 days after Bid opening and must be accompanied by a tender bond of E10,000.00 (Ten thousand) and must be delivered to;

The Managing Director

Eswatini Water Services Corporation Headquarters,

Emtfonjeni Building,

Corner MR3 & Cultural Village Drive

,Ezulwini

on or before **12.00 noon, 3 December 2021**, at which time they will be opened in the presence of bidders who elect to attend.

Late, telegraphic, Emailed and faxed tenders shall not be accepted. The Corporation does not bind itself to accept the lowest or any tender.

Enquiries may be emailed to: procurement@swsc.co.sz

J MASHWAMA

MANAGING DIRECTOR



1.2 INTRODUCTION

The Eswatini Water Services Corporation has a procurement process that is in line with international best practice. This tender document includes a comprehensive technical specification together with required quantities. Most sections of the tender documents are standard and apply to all tenders. The supplier will be required to supply pipes and fittings for the pipe replacement of Nhlangano Town Project as listed in the Bills of Quantities.

To ensure the supplier meets his obligations at tender stage, a tender bond is required for the tender validity period. This bond will be returned to tenderers once an award has been made.

These procedures will achieve the basic requirements of best practice procurement which is to secure the supply of goods, at the right price and to obtain the correct goods of the right quality.

This procurement process will offer the following benefits to both suppliers and EWSC: -

- Contract security
- Price security
- Known quantities of goods
- Security of quality product
- Security of payment
- Financial security

The tender documents include all the necessary forms and conditions of contract and will therefore become the terms and conditions of contract once an award has been made.



2 INSTRUCTIONS TO TENDERERS



INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.1 General

The Tenderers attention is drawn to the following notes, which IF NOT COMPLIED WITH MAY CAUSE THE TENDER TO BE REJECTED.

2.2 Compliance with Instructions

The tender shall be submitted in accordance with these Instructions and the tender notice.

2.3 Completion of Tender Documents

The tender documents shall be completed as issued to the tenderer. The tender shall be signed and witnessed and all information required filled in by the Tenderer. The Bills of Quantities (BOQ) shall be filled in and priced appropriately in the currency of the Kingdom of Eswatini.

2.4 Completion of the Bills of Quantities (BOQ)

The tenderers must insert in the BOQ their price per unit for each item/article listed. The price must include all costs, including insurance and freight to the designated EWSC depot in Eswatini; and all discounts allowed (net). **The price shall be fixed for the full period of the contract.**

Tenderers must calculate and insert in the appropriate column of the BOQ the total price for each item number based on the quantities. Tenderers must also total each section accordingly.

2.5 Authority of Tender

The tender must be signed by a duly authorized representative and the evidence to that effect should be provided (i.e. Power of Attorney).



2.6 Alterations and Modifications

Tenders shall be completed and submitted as printed. No alterations or modifications shall be made to the tender documents. **Tenderers shall use the original tender documents, failure to comply, will disqualify the tenderer.** Tenderers shall comply entirely with the terms of the tender documents.



2.7 Error

There shall be no erasing/tip-pexing or over writing. Any mistake made shall be neatly cancelled and initialed by the tenderer.

2.8 Tender Bond

In order to secure due performance by the Tenderers of the obligations undertaken by them, Tenders must be accompanied by a Tender Bond in the sum of the amount as stated on the Form of Tender Bond bound into the back of this document. The whole of the Tender Bond shall be forfeited should the Tenderer withdraw the whole or any part of his tender during the Tender validity period. The Tender Bond may be a bank guaranteed cheque or must be provided in the format of the Form bound into this document. A financial/ insurance institution registered or licensed to do business in the Kingdom of Eswatini shall furnish the security. No tender will be considered unless it is accompanied by an approved tender bond.

Release of Tender Bond

For the unsuccessful tenderers the Tender Bond will be released as soon as the tender has been awarded.

2.9 Issuing of Additional Documents

If for any reason during the tender period it becomes necessary to vary the tender documents an addendum will be issued to all Tenderers (for this reason Tenderer's address, telephone, telefax & contact person should be left with EWSC when documents are collected).

Should any Tenderer have any queries about the Tender, he should refer them in **writing** to the Eswatini Water Services Corporation (EWSC) not later than 5 days before tender submission by e-mail to procurement@swsc.co.sz

2.10 Incomplete Tenders



The Bills of Quantities consists of different sections. **Tenderers must make offers for the complete tender.** An award will only be made for offers to supply all items/articles in a tender. Tenders which are incomplete (i.e. not offering the whole tender) will **NOT** be considered.



2.11 Qualified Tenders

- 2.11.1 A tender will be considered fully responsive if it contains no qualifications.
- 2.11.2 Tenderers who choose to include qualifications must also include an assessment of the implications, such conditions and/or qualifications have in terms of quality of service/product(s), time constraints and cost. Failure to comply with this requirement will result in the tender being rejected.
- 2.11.3 Tenderers will be notified in writing of any condition or qualification that is unacceptable to the EWSC. The Tenderer will have an opportunity to withdraw such qualification if it has no effect on the prices offered.
- 2.11.4 The Eswatini Water Services Corporation reserves the right to only assess/consider tenders that have no qualifications.

2.12 Alternative Offers

- 2.12.1 Tenderers must in ALL cases submit tenders in accordance with the requirements in these instructions.
- 2.12.2 Alternative offers **must be submitted separately** and clearly indicate and include the specification(s) applicable to the alternative. Furthermore, detailed information on the additions or omission to the item specified in the BOQ must be provided to allow for thorough assessment of the offer.

2.13 Services Required

- 2.13.1 This tender provides for the supply and delivery of materials as defined in the particular specification or BOQ.
- 2.13.2 The warranty period shall be as per the manufacture's specification starting from the date of acceptance after delivery to EWSC.



2.13.4 All materials supplied shall possess the qualities and properties best suited for the purpose for which they are used. All materials and performance shall, unless specified otherwise in this document, comply with the requirements

of the most recent edition of the appropriate **ISO** or other internationally recognized Standard Specifications.



All materials/items tendered for are to be SABS approved or any other Internationally recognized standard and test certificates must be also be submitted with all deliveries.

The Eswatini Water Services Corporation considers quality very important as poor-quality materials have a lot of hidden operational costs which are costing the Corporation a lot of money. Failure to adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in a EWSC tender.

- 2.13.6 Items to be supplied only according to firm Purchase Orders (PO) from Eswatini Water Services Corporation.

2.14 Language of Tender

All correspondence shall be in English.

2.15 Laws of Eswatini

Tenderers are advised to familiarize themselves with the laws of Eswatini, e.g. customs, immigration, taxation, and labour laws.

2.16 Tender Validity period

Tenders shall remain valid and open for acceptance for forty-five (45) days from the date of Tender opening.

2.17 Currency

The Tenders shall be priced in Emalangeni. Payment to the successful tenderer will be in Emalangeni only.



2.18 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders the EWSC is not bound to accept the lowest priced or any tender.

Evaluation will take into consideration, but not be limited to, the following:

- Track record and experience of the Tenderer, in terms of equipment, personnel, financial standing and availability of accessible facilities
- An established business that keeps stock of the items to be offered.
- The completeness of the Tender, in terms of following instructions:

The price proposal, delivery period and significance of any conditions or qualifications accompanying the tender. EWSC will adjust arithmetical or other errors using the following guidelines:

If there is a discrepancy between the product of the unit price and quantity and the "amount" inserted in the total price for estimated quantity; the unit price will take precedence.



2.19 Expenses of Tender

The EWSC will not be responsible for the expenses, which may be incurred by the Tenderer in the preparation of the Tender.

2.20 Tender Price Summary

The tenderer must fill in the tender price summary; failure to do so shall cause the tender to be rejected.

2.21 Test Certificates

Certificates of all tests on materials and components are to be forwarded to the Eswatini Water Services Corporation immediately on completion of the tests.

2.22 Award of Contract

The awarding of contract shall be recommended to the best evaluated tenderers, as determined by the evaluation methodology and criteria specified in the invitation document.

The contract award decision shall be taken by the appropriate approval's authority, but the award decision does not constitute a contract. Following the contract award decision, the client 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; and will be Published on the Eswatini Public Procurement Regulatory Agency website.

The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other suppliers on the shortlist that they were unsuccessful.



2.23 Submission of Tender

The Tenderer must return tender document consisting of:

1. GENERAL RECEIPT FOR PURCHASE OF TENDER

DOCUMENT,

2. SPECIFICATIONS,

3. COMPLETED CERTIFICATES OF COMPLIANCE,

4. COMPLETED BILLS OF QUANTITIES,

5. TAX COMPLIANCE
CERTIFICATE

6. TRADING LICENCE

7. TENDER BOND DULY SIGNED

8. POLICE CLEARANCES (For
all Directors)

9. FORM C

10. FORM J

11. LABOUR COMPLIANCE
CERTIFICATE

12. ENPF COMPLIANCE
CERTIFICATE

13. AUDITED FINANCIAL STATEMENTS (For the
past 3 years)

14. POWER OF ATTORNEY

15. CERTIFICATE OF
INCORPORATION



16. FORM OF TENDER



17. LEGAL COMPLIANCE FORM (attached) it must be fully completed

To the;

**Managing Director,
Eswatini Water Services Corporation,
P. O. Box 20
Mbabane, Eswatini,**

to arrive not later than 12.00 hours (12:00 noon.) on the date specified in the tender notice or by hand to the EWSC Headquarters, Emtfonjeni building in Ezulwini; at the time and date indicated. The documents should be forwarded in a plain sealed envelope bearing the **Tender Number and Tender title on the top left-hand corner and must not bear any name or mark, which would identify the Tenderer.**

2.24 Statements of Compliance

The Statement of Compliance sheets shall be completed as requested duly signed, dated and stamped with the tenderers company stamp. Failure to complete these statements may result in the tender being rejected. Failure to supply items as per the specifications and compliance sheets during the currency of the contract may result in the contract being terminated and the performance bond being called in.

2.25 Preliminary and General Costs

All preliminary and general costs including storage, transport, administration, insurance, labour, packing, taxes, profit and all other costs shall be spread across and included in the rates for the items in the Bills of Quantities.

2.26 Fraud and Corruption

It is the Corporation's policy to require that its Officials as well as consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Corporation's Board of Directors:

Defines, for the purposes of this provision, the terms set forth below as follows:



- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will institute legal action if it at any time it determines that corrupt or fraudulent practices were engaged in by representatives of the Corporation during the selection process or the execution of the contract.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract; and
- (e) will have the right to require that a provision be included requiring consultants to permit the Corporation to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Corporation.

Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract.



2.27 Contact Person at EWSC

Information concerning the tender document can be obtained from: -

The Procurement Manager;

Eswatini Water Services Corporation,

P. O. Box 20,

Mbabane,

ESWATINI. TELEPHONE: 416 9000; TELEFAX: 416 3616/7

[E-mail: procurement@swsc.co.sz](mailto:procurement@swsc.co.sz)

2.28 Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

2.29 Instructions as part of the Contract

These instructions will form part of the contract.

3 CONDITIONS OF CONTRACT



3.1 Bill of Quantities

TENDER NO. 34 OF 2021/22 SUPPLY OF PIPES AND FITTINGS FOR NHLANGANO TOWN

NHLANGANO TOWN PIPE REPLACEMENT

QTY	UNIT	DETAILS / DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>MAINS</u>				
396	Ea.	110mm uPVC PIPE CLASS 16		
3680	m	75mm uPVC PIPE CLASS 16		
344	m	50mm H.D.P.E. PIPE CLASS 16		
210	m	110mm GS EPOXY COATED STEEL PIPE CLASS 16		
280	m	75mm GS EPOXY COATED STEEL PIPE CLASS 16		
344	m	50mm GS EPOXY COATED STEEL PIPE CLASS 16		
202	Ea.	300mm CONCRETE SLEEVE(2.5m)		
		SUB TOTAL		
<u>FITTINGS</u>				
2	Ea.	75mm x 50mm, 90 DEGREE GS EPOXY COATED TABLE 20 FLANGED		
3	Ea.	75mm, 90 DEGREE ELBOW GS EPOXY COATED TABLE 20 FLANGED		
3	Ea.	75mm GS EPOXY COATED TABLE 20 FLANGED EQUAL TEE		
2	Ea.	75mm, 45 DEGREE ELBOW GS EPOXY COATED TABLE 20 FLANGED		
1	Ea.	100mm x 75mm, 90 DEGREE GS EPOXY COATED TABLE 20 FLANGED		
3	Ea.	100mm GS EPOXY COATED TABLE 20 FLANGED EQUAL TEE		
1	Ea.	100mm, 90 DEGREE ELBOW GS EPOXY COATED TABLE 20 FLANGED		



1	Ea.	75mm x 100mm GS EPOXY COATED TABLE 20 FLANGED TEE		
2	Ea.	75mm x 75mm x 100mm x 100mm GS EPOXY COATED TABLE 20 FLANGED CROSS CONNECTION		
1	Ea.	75mm x 100mm x 75mm GS EPOXY COATED TABLE 20 FLANGED TEE		
13	Ea.	100mm FLANGED GATE VALVE TABLE 20		
15	Ea.	75mm FLANGED GATE VALVE TABLE 20		
2	Ea.	50mm FLANGED GATE VALVE TABLE 20		
2	Ea.	25mm DOUBLE ORIFICE AIR VALVE		
4	Ea.	50mm H.D.P.E. COUPLING		
4	Each	25kg M16 bolts and nuts		
2	Ea.	AIR VALVE MANHOLE CHAMBER (1.5m DIAMETER PRECAST CONCRETE RING)		
28	Ea.	ISOLATION VALVE MANHOLE CHAMBER (1.5m DIAMETER PRECAST CONCRETE RING)		
1	Ea.	SCOUR VALVE MANHOLE CHAMBER (1.5m DIAMETER PRECAST CONCRETE RING)		
20	Ea.	CONCRETE PIPE MARKERS		
		VAT		
		TOTAL		

ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011	
Bidder: Date:	
JV Partner:	
LEGAL REQUIREMENT	RESPONSE/EVIDENCE
Our firm has the legal capacity to enter into the contract	Certificates of incorporation, Forms C and J, Trading licences Power of attorney.
Our firm is not insolvent, in receivership, bankrupt or being wound up. Its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: i.....
Our firm has fulfilled its obligations to pay taxes and social security contributions	Valid tax clearance certificate for Government and parastatal tenders enclosed SNPF Compliance Certificate
It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions.	Labour Compliance Certificate enclosed
Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.	Confirmation by signature of authorised signatory: i.....
Our firm, or any of its directors/key personnel or officers, 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	Police clearance for Directors Confirmation by signature of authorised signatory: i.....

<p>Our company and none of its directors or officers have been suspended from participating in the tendering process by SPPRA for the reasons specified in Section 56 of the Act</p>	<p>Confirmation by signature of authorised signatory: i.....</p>
<p>Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act</p>	<p>Confirmation by signature of authorised signatory: i.....</p>
<p>SWSC bid document purchase receipt</p>	<p>Enclosed</p>



3.2 GENERAL

The non-completion of the Statement of Compliance and the Bills of Quantities will lead to the disqualification of the tenderer.

3.3 Quality Standards and Trade Names

The Contractor is advised that all trade names specified in these Bills of Quantities and in the Specifications are to be read as "of other approved equivalent". Trade names and manufacturer's catalogue reference numbers have been specified to establish a minimum quality standard only and are not intended to limit the Contractor to any specific manufacturer or, manufacturer's product. The Contractor shall price the Bills as printed. The Client's written approval must, in all cases, be obtained before the use of any alternative to the specification.

3.4 Guarantees

Where guarantees are called for, the Contractor shall obtain a written guarantee, addressed to the Purchaser, from the firm supplying the materials and shall deliver same to the client with each Statement or Invoice submitted. The guarantee shall state that workmanship and materials are guaranteed for a specified period from the date of delivery or installation, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying materials upon written notice from the Purchaser to do so. The Purchaser shall be the sole judge of the cause responsible for defects in the materials and his ruling shall be final and binding.

3.5 Materials

All materials for which Specifications and Codes of Practice are laid down by the South African Bureau of Standards, or the British Standards Institution are to comply with the latest revised issue of the relevant SABS or BS Specification.

All Materials shall be manufactured and supplied in accordance with the stated standards and shall have traceable origins through substantial documentation to the place of manufacture and the origin of supply.



~~Certificates of Compliance must be completed for the tender to be compliant and~~
judged as substantive without qualification. All specifications of materials shall be confirmed by the tenderer and entered as Comply or Not Comply with regard to items to be supplied by them under the contract.

3.6 Samples

All materials must be equivalent to samples submitted to and approved by the Client.

3.7 Assembling

Manufactured items are to include for all fitting and the full assembling thereof and are to be in Perfect working order.

3.8 Loss by Theft, Fire or otherwise

The Contractor shall immediately upon acceptance of his tender take full risk for any loss or damage whatsoever to any materials under this contract before delivery and acceptance by the Purchaser, whether caused by theft, fire, storm, riot or otherwise and shall take such steps- as he may deem necessary for his own protection against such loss or damage.

3.9 Placing materials in store

Where materials are to be placed in store for subsequent delivery to the client, prices are to include for storing in a suitable place, either on or off site, all multiple handling, where necessary, labelling to enable corrects identification.

3.10 Galvanized Mild Steel Pipes and Accessories

Galvanized mild steel pipes and accessories are to be galvanized inside and out and are to have screwed and socketed joints.

3.11 Evaluation Criteria

	Criteria	Comments	Yes/No
1	Company experience and track record	<ul style="list-style-type: none">Relevant Experience of supplier not less than 3 years	
2	Similar sized projects	<ul style="list-style-type: none">Must have undertaken three similar sized projects (Evidence must be attached)	
3	Evidence of Ability to deliver the contract	<ul style="list-style-type: none">Letter from the bank guaranteeing funding of E500 000 or bank statement with a minimum of E500 000	



3.12 STATEMENT OF COMPLIANCE

ESWATINI WATER SERVICES CORPORATION

MILD STEEL STANDARDS

INTERNAL CORROSION PROTECTION GUIDELINES

For INTERNAL corrosion protection systems, the following are possible options:

INTERNAL PROTECTION SYSTEM	MINIMUM DFT (μm)
1. Two pack Epoxy	400
2. Fusion Bonded Epoxy (FBE)	300
3. Bitumen	2.5mm
4. Cement mortar	8 – 13mm
5. Elastoplastic Polyurethane	1 - 3mm
6. Duplex system = HDG plus Epoxy primer plus Two pack Epoxy	105 40-80 300
7. Duplex system = HDG plus FBE	105 250
8. Hot Dipped Galvanizing (HDG)	105

EXTERNAL CORROSION PROTECTION GUIDELINES

As EXTERNAL corrosion protection systems, the following are possible options:

EXTERNAL PROTECTION SYSTEM (Underground installation)	MINIMUM DFT (μm)
1. Reinforced bitumen	5.5mm
2. Fusion Bonded Polyethylene (FBPE)	2 - 3mm
3. Tape wrapping	1.3 - 1.5mm
4. Two pack Epoxy plus tape wrapping	300
5. FBE plus tape wrapping	200 + tape

Note: Tape wrapping shall be Polyethylene pressure-sensitive or polyethylene laminated to an elastomeric layer of butyl rubber. Tapes shall conform to SABS 1117, types A, B or C.

ISO 14001

The manufacturer shall provide an ISO 14001 certificate certifying the environmental management and its control.



Sustainable Development

The manufacturer shall be able to provide a quantitative analysis of the environmental impacts of its products all along their overall life cycle. The analysis of the life cycle will be performed in compliance with ISO 14040 and ISO 14044 standards.

Logistics

Pipes can be transported by break-bulk vessel younger than 26 years, preferably box shaped and geared.

Alternatively, pipes can be carried by containers on ships younger than 15 years (at the date of B/L).

For conventional vessels, deck shipment is strictly prohibited.

All vessels used must be duly certified by the IACS (International Association of Classification Societies Ltd) and fully P&I covered by a member of the International Group of P & I (Protection and Indemnity) Club.

Copies of relevant supported documents can be required at any time.

Training

The supplier should provide the contractor with an induction course on good practice for the installation and testing of mild steel pipes.

The final responsibility of the quality of pipes installation will remain the responsibility of the contractor.

Eswatini Water will approve the induction course and the supplier will ensure that the contractor is certified against the induction plan.

Design Support

The supplier should provide guidelines describing the field of use of coatings. It remains the responsibility of the designer to perform soil resistivity assessment.

Electrical influence surrounding the pipe

Where there is evidence of stray current in the vicinity of the pipeline or of any situation with possible electrical influence, the proximity rules given by the supplier should be applied for the correct use of mild steel pipes, including alternative coating solutions in specific locations.

Pipe Fittings



All Pipe Fittings shall be provided in accordance to the relevant ISO Standard. All Fittings shall be fitted with flanges in accordance to the relevant ISO standard. The material of the fittings shall be the same as the pipework where practical.

Branches and Type of Fittings

1.0 Branches shall be formed in accordance to the relevant ISO standard and welded before the pipe is fitted

2.0 All bends made from pipes shall be formed so that at any point along the bend ovality will not reduce the bore by more than 2.5 %. Radii of hot bends for all pipes shall be not less than five times the outside diameter.

Hydraulic Pipe testing

Pipe Testing shall be carried out as per SANS 1200L section 7.1 -7.4. An SWSC pipe testing procedure adapted from SANS 1200L would be issued to the contractor by the Engineer before testing commences.

Tenderers are to indicate "Comply" or "Nor Comply" and comment as appropriate. Where information is presented in the specification, the comment should be "Noted and Understood." Any deviation from specification should be stated and if necessary, fully explained as a comment in the compliance column without making any changes to the specification. Any changes to the specification may invalidate the Bid. Each compliance sheet shall be duly authorized, signed, dated and stamped using the Tenderer's company stamp.



Authorized Signature

Company Stamp

Date

.....

.....

.....



4 FORM OF TENDER



FORM OF TENDER

FOR

ESWATINI WATER SERVICES CORPORATION

Dear Sirs,

I/We the undersigned am /are willing to contract for, perform and complete the whole of the works required to be done in the completion of:

TENDER NO. 34 of 2021/22
FOR PIPES AND FITTINGS
(Nhlangano Town)

According to the Technical specifications and Bills of Quantities, to the entire satisfaction of the EWSC for the sum of:

.....

..... (E.....)

I/We further undertake that this tender will not be withdrawn or retracted for forty-five days from the closing date.

I/We have facilities and necessary expertise to fulfil this contract as required.

I/We agree to provide the Purchaser with our priced Bills of Quantities completed in black ink together with this tender.

I/We agree to provide the following documents together with our tender: -

- i) Current T a x Clearance certificate
- ii) Completed Certificates of Compliance



- iii) Tender Bond duly signed **(E10,000.00)**, bank guaranteed cheque or a bond from a reputable insurance company
- iv) General Receipt for purchase of tender document
- v) Power of Attorney

I/We clearly understand that there is no obligation upon EWSC to accept the lowest or any tender, or any portion of any Tender.

I/We further understand that any unauthorised amendment, qualification, addition or omission to the tender documents and/or this Form of Tender may result in the tender being declared invalid.

SIGNATURE.....

NAME OF
CONTRACTOR.....

ADDRESS.....

.....

.....

.....

TELEPHONE.....

DATE.....

Tenders are to be endorsed-:

The Finance Director



TENDER NO. 34 of 2021/22
Supply of pipes and fittings for Nhlango Town

And are to be addressed to:-

The Finance Director



P.O. Box 20
Mbabane
Eswatini

And are to be received by not later than **12.00 noon** on **Friday 3 December 2021** at the Eswatini Water Services Corporation's Emtfonjeni Building, Ezulwini, Eswatini.



FORM OF TENDER**FOR****ESWATINI WATER SERVICES CORPORATION**

Dear Sirs,

I/We the undersigned am /are willing to contract for, perform and complete the whole of the works required to be done in the completion of:

**TENDER NO. 34 of 2021/22
FOR PIPES (Supply of Pipes and Fittings for
Nhlangano Town)**

According to the Technical specifications and Bills of Quantities, to the entire satisfaction of the EWSC for the sum of:

.....

..... (E.....)

I/We further undertake that this tender will not be withdrawn or retracted for forty five days from the closing date.

I/We have facilities and necessary expertise to fulfill this contract as required.

I/We agree to provide the Purchaser with our priced Bills of Quantities completed in black ink together with this tender.

I/We agree to provide the following documents together with our tender:-

- i) Current Tax Clearance certificate
- iii) Completed Certificates of Compliance
- iii) Tender Bond duly signed **(E10,000.00)**, bank guaranteed cheque or a bond from a reputable insurance company
- vi) General Receipt for purchase of tender document



vii) Power of Attorney

I/We clearly understand that there is no obligation upon EWSC to accept the lowest or any tender, or any portion of any Tender.

I/We further understand that any unauthorised amendment, qualification, addition or omission to the tender documents and/or this Form of Tender may result in the tender being declared invalid.

SIGNATURE.....

NAME OF CONTRACTOR.....

ADDRESS.....

.....

.....

.....

TELEPHONE.....

DATE.....

Tenders are to be endorsed:-

TENDER NO. 34 of 2021/22
Supply of pipes and fittings for Nhlngano Town

And are to be addressed to:-

The Finance Director
P.O. Box 20
Mbabane



And are to be received by not later than **12.00 noon** on **Friday 3 December 2021** at the Eswatini Water Services Corporation's Emtfonjeni Building, Ezulwini, Eswatini.



5 FORM OF AGREEMENT

(N.B. This section should be left blank at tender submission stage. It should only be filled in on award of contract)



FORM OF AGREEMENT

THIS AGREEMENT MADE BETWEEN

.....
.....

of Eswatini Water Services Corporation

.....
.....

(HEREINAFTER CALLED ' EWSC') of the one part and

.....
.....

Of

.....

(Hereinafter called the Contractor") of the part.

WHEREAS THE EWSC is desirous that certain items should be supplied'

Viz:

HDPE, uPVC and
Galvanised Steel
Pipes

.....
.....
.....

and has accepted a Tender for the supply of the above items.



NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The Contractor hereby undertakes to execute the supply in conformity in all respects with the provisions of the Contract.
3. The EWSC hereby undertakes to pay to the Contractor in consideration of the execution of the supply the Contract sum at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) The said Tender
 - b) Instructions to tenderers and notes for particular attention
 - c) Conditions of Contract
 - d) Certificates of Compliance
 - e) Schedule of Quantities

The EWSC and the contractor shall initial each and every page of every section of the Contract Documents referred to above,

ESWATINI WATER SERVICES CORPORATION

Signed at..... on this..... day

Of the month.....year.....

NA M ESIGNATURE.....

WITNESS



1. NAME.....SIGNATURE.....

CONTRACTOR

Signed at on this day
of the month..... year

NAME SIGNATURE.....

WITNESS

1. NAME.....SIGNATURE.....

(N.B. A Tender submission that is without a Tender Bond is invalid)



6 TENDER BOND

(N.B. A Tender submission that is without a Tender Bond is invalid)



(N.B. An authorized financial institution may either utilize this page or, alternatively, attach a separate Tenderr Bond document in similar format)



FORM FOR TENDER BOND

WHEREAS Messrs.....

Of.....

(Name and Address of Tenderer)

Hereinafter referred to as the "Tenderer" has ondate) submitted his Tender for the Supply of HDPE, uPVC and Galvanised Steel Pipes.

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of Ninety (90) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between Eswatini Water Services Corporation, represented by the Managing Director of Eswatini Water Services Corporation and the Tenderer and notified to us by the EWSC.

NOW

WE,

(Name and Address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the EWSC on first demand in writing and without reference to the Tenderer the sum of **EMALANGENI TEN THOUSAND (E10,000.00)**.

PROVIDED THAT

- a) This Tender Bond remains valid, and
- b) The EWSC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a contract agreement with the EWSC for the Supply of Pipes, Fittings & Brassware.

This Tender Bond shall remain valid in the first instance until.....
(Calculated as Ninety (90) calendar days from the date of submission of the said Tender), and will be extended upon written application by the EWSC at least one (1) working day in advance of the last date of validity.





(Authorised Signature)

(Date)

.....
(Name of Signatory)
Institution)

.....
(Seal/Stamp of Financial

.....
(Position of Signatory)

