

Part 1: Section 4 Tendering Forms

Code of Ethical Conduct in Business for Contractors

1. Ethical Principles

Contractors and providers shall at all times-

- (a) Maintain integrity and independence in their professional judgement and conduct;
- (b) Comply with both the letter and the spirit of-
 - (i) The laws of Eswatini; and
 - (ii) Any executed contract.
- (c) Avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Contractors and providers shall-

- (a) Strive to provide works, services and goods of high quality and accept full responsibility for all works, services or goods provided;
- (b) Comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Contractors and providers shall not accept contracts which would constitute a conflict of interest with any prior or current contract with any Procuring Entity. Contractors and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (a) Information given by Contractors and service providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (b) Service providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Contractors and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a procurement decision of the Entity.

6. Inducements

- (a) Contractors and service providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (b) Contractors and service providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Contractors and service providers shall not-

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- (a) Collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and competitive competition;
- (b) Enter into business arrangements that might prevent the effective operation of fair competition;
- (c) Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) Misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;
- (e) Unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;
- (f) Withholding information from the PE during contract execution to the detriment of the PE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF CONTRACTOR²

² If the bidder is a JV, Consortium or Association, state the name of the JV, Consortium or Association

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[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Contractor in its Tender, if so indicated in the TDS]

Form of Tender Security (Bank Guarantee)

Date: *[insert date (as day, month and year) of Tender Submission]*
Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

Whereas, *[insert complete name of Contractor/Joint Venture/Consortium/Association]* (hereinafter called “the Contractor”) has submitted its Tender dated *[insert date (as day, month and year) of Tender submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the Works]*.

KNOW ALL PEOPLE by these presents that We *[insert complete name of institution issuing the Tender Security]* of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter called “the Guarantor”) are bound unto *[insert complete name of Procuring Entity]* (hereinafter called “the Procuring Entity”) in the sum of *[specify in words and figures the amount and currency of the Tender Security]* for which the Guarantor binds itself, its successors or assignees to make payment to the Procuring Entity.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are:

- (1) If the Contractor withdraws its Tender during the period of Tender validity specified in the Tender submission sheet or as provided in ITT Sub-Clause 19.3 or refuses to accept the correction of its Tender price pursuant to ITT Clause 32.5; or
- (2) If the Contractor having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity fails or refuses to:
 - (a) Sign the Contract in accordance with the ITT Clause 43.2, if required; or
 - (b) Furnish the Performance Security, in accordance with the ITT Clause 45.2 and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Contractors (“ITT”).

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity’s having to substantiate its demand, provided that in its demand the Procuring Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including _____ *[insert date, (day, month and year) in accordance with ITT Clause 19.1 or 19.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub – article 20 (a) is hereby excluded.

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Signed: *[insert signature of person whose name is shown below]*

Name: *[insert complete name of person signing the Tender Security]*

In the capacity of *[insert designation of person signing the Tender Security]*

Duly authorised to sign the Tender Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____ (month), _____ (year) *[insert date of signing]*

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[Use Contractor's Letterhead]

[Name of Contractor]

[Physical Address of Contractor]

Form of Tender-Securing Declaration

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

Subject of procurement and Ref number.: *[insert reference number of procurement process]*

To: *[insert complete name of Procuring Entity]*

I/We*, the undersigned, declare as follows:

I/We* understand that, according to the conditions of the Tendering Document, Tenders must be supported by a Tender Securing Declaration valid until the date indicated in the Tender Data Sheet (TDS).

I/We* accept that I/we* may be suspended by the Agency from being eligible for Tendering in any public procurement or disposal process if we are in breach of our obligations under the conditions in the Tendering document, because we:

- (a) Have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or as provided in ITT Sub-Clause 19.3 or have refused to accept the correction of our Tender price pursuant to ITT Clause 32.5; or
- (b) Having been notified of the acceptance of our Tender by the PE during the period of Tender validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITT 45.2 or and, if required, the Environmental and Social (ES) performance securing declaration.

I/We* understand this Tender Securing Declaration shall cease to be valid if I am/we are* not the successful Contractor, upon the earlier of:

- (i) The expiry of the notice of best evaluated Contractor without any pending administrative review application; or
- (ii) Twenty-eight (28) days after the expiration of the validity of my/our* Tender.

Signed: *[insert signature of person whose name is shown below]* In the capacity of *[insert designation of person signing the Tender Securing Declaration]*

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

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

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

[Note: In case of a Joint Venture, Consortium or Association the Tender Securing Declaration must be in the name of all partners that submit the Tender and signed by the representative duly authorized by the partners.]

***Please delete as appropriate**

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Technical Documentation

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Environmental and Social Management Plan
6. Code of Conduct for Contractor's Personnel
7. *[Insert any other relevant documentation]*

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Site Organization

Provide a detailed description/illustration of the proposed site organization in terms of personnel, offices, materials storage, workshops etc.

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Method Statement

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Mobilization Schedule

Provide a detailed description/illustration of the proposed mobilization schedule for materials, equipment, labour etc. including sources.

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Construction Schedule

Provide a detailed description/illustration of the proposed construction schedule.

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Environmental and Social Management Plan

- a) *The Contractor shall submit comprehensive and concise Environment Social Health and Safety Management Plan as required by ITT 15.1 (i) of the Tender Data Sheet. This plan shall describe in detail the actions and management processes etc. that will be implemented by the Contractor, and its subcontractors.*
- b) *In developing these strategies and plans, the Contractor shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Statement of Requirements in Section 6.*

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Code of Conduct for Contractor's Personnel Form

Note to the Contractor:

The minimum content of the Code of Conduct Form as set out by the Employer shall not be substantially modified. However, the Contractor may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Contractor shall initial and submit the Code of Conduct Form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We....., [enter name of Contractor], undertake that once we are awarded the contract for[enter description of the works] to be carried out at [enter the site and other locations where the works will be carried out] shall implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, labourers and other employees at the Works Site or other places where the works would be carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “Contractor's Personnel” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. Maintain a safe working environment including by:
 - a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. Wearing required personal protective equipment;
 - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

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5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
8. Not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address[] or by telephone at [.....] or in person at [.....]; or
2. Call [.....] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

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FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience in handling gender-based violence] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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Forms for Key Personnel

Form – 1: Proposed Personnel

Contractors should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3: Evaluation Methodology and Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
	Duration of commitment for this position
2.	Title of position
	Name
	Duration of commitment for this position
3.	Title of position
	Name
	Duration of commitment for this position
4.	Title of position:
	Name
	Duration of commitment for this position
5.	Title of position: Environmental Officer
	Name
	Duration of commitment for this position
6.	Title of position: Social Development Officer
	Name
	Duration of commitment for this position
etc.	Title of position
	Name
	Duration of commitment for this position

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Form – 2: CV of Proposed Personnel

The Contractor shall provide all the information requested below.

Position	
Personnel Information	Name Date of birth
	Professional qualifications
	Academic qualifications
Present Employment	Name of Employer
	Address of Employer
	Telephone Contact (manager / personnel officer)
	Fax E-mail
	Job title Years with present Employer

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

From	To	Project	Role	Duration in Involvement	Relevance Experience
<i>[Date, Month and Year]</i>	<i>[Date, Month and Year]</i>	<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role i.e. Months and Years]</i>	<i>[describe the experience relevant to this position]</i>

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Declaration

I, the undersigned [*insert name of "Key Personnel"*], certify that to the best of my knowledge and belief, the information in reference to my data contained in the Forms for Key Personnel correctly describes myself, my qualifications and my experience.

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Key Personnel is available to work on this contract]</i>

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

1. Be taken into consideration during Tender evaluation;
2. Result in my disqualification from participating in the procurement process.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day, month, year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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Part 1: Section 4 Tendering Forms

Forms for Equipment

The Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3: Evaluation Methodology and Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Contractor. The Contractor shall provide all the information requested below, to the extent possible:

FORM 3

Type of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured [Attach evidence of ownership, lease or hire in the form of registration books, agreements or memoranda or purchaser order] [For Specially Manufactured Equipment, attach evidence in form of Proforma Invoices, Quotation or Sales Agreement between the Contractor and the prospective equipment manufacturer]	

The following information shall be provided only for equipment not owned by the Contractor.

FORM 3A

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project. (Attach evidence of lease or hire in the form of registration books, agreements or memoranda or purchaser order)	

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Qualification Forms

To establish its qualifications to perform the contract in accordance with Section 3: Evaluation Methodology and Criteria. The Contractor shall provide the information requested in the corresponding Information Sheets included hereunder:

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Part 1: Section 4 Tendering Forms

Form 4

Contractor Information Sheet

Date: _____

Procurement Reference Number:

1. Contractor's Name ¹ :
2. In case of JV / Consortium / Association, state name of each party in Form 4A
3. Contractor's Country of Registration / Incorporation ² :
4. Contractor's Year of Registration / Incorporation ³ :
5. Contractor's Address in Country of Registration / Incorporation ⁴ :
6. Contractor's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Certificate of Incorporation or Registration of firm named in 1, above. <input type="checkbox"/> In case of JV / Consortium / Association, the JV / Consortium / Association Agreement <input type="checkbox"/> In case of government owned entity from the Procuring Entity's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

¹In case of JV / Consortium / Association, Fill in Form 4A

²In case of JV / Consortium / Association, Fill in Form 4A

³In case of JV / Consortium / Association, Fill in Form 4A

⁴In case of JV / Consortium / Association, Fill in Form 4A

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Part 1: Section 4 Tendering Forms

Form 4 A

Party to JV / Consortium / Association Information Sheet

Date: _____

Procurement Reference Number:

1. Legal Name of party to JV / Consortium / Association:
2. Country of Registration of party to JV / Consortium / Association:
3. Year of Registration of party to JV / Consortium / Association:
4. Legal Address in Country of Registration for party to JV / Consortium / Association:
6. Authorized Representative Information for party to JV / Consortium / Association Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Certificate of Incorporation or Registration of firm named in 1, above. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

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Part 1: Section 4 Tendering Forms

Form 5

Historical Contract Non-Performance

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Names: _____

Procurement Reference No.: _____

Non-Performing Contracts in accordance with the Technical Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____	_____

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Pending Litigation

Pending Litigation, in accordance with Section III			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 6.2.2 of Section III <input type="checkbox"/> Pending litigation in accordance with Sub-Factor 6.2.2 of Section III, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

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Environmental, Social, Health and Safety Performance Declaration

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (value, currency, exchange rate and Lilangeni equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

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Part 1: Section 4 Tendering Forms

Performance Security called by an employer(s) for reasons related to ESHS Performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Lilangeni equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for calling of performance security: [indicate main reason(s)]	[insert amount]

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Part 1: Section 4 Tendering Forms

Form 6

Current Contract Commitments / Works in Progress

[The following table shall be filled in for the Contractor, each member of a Joint Venture / Consortium /Association]

Contractor’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture / Consortium / Association Member’s Name: *[insert full name]*

Proc. Reference No: *[insert Reference Number]*

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

Name of contract	Employer, contact address/tel	Value of outstanding work	Estimated completion date	Average monthly invoicing over last six months (Lilangeni /month)
1.				
2.				
3.				
4.				
5.				
etc.				

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Part 1: Section 4 Tendering Forms

FORM 6 A

**Financial Situation
Historical Financial Performance**

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Legal Name: _____

Procurement Reference No.: _____

To be completed by the Contractor and, if JV/ Consortium / Association, by each partner

Financial information in Lilangeni equivalent	Historic information for previous _____ (___) years (Lilangeni equivalent)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

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Part 1: Section 4 Tendering Forms

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
 - Must reflect the financial situation of the Contractor or partner to a JV, and not sister or parent companies
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

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Part 1: Section 4 Tendering Forms

Form 7

Average Annual Turnover

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Annual turnover data (construction only)		
Year	Amount and Currency	Lilangeni equivalent
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III, Sub-Factor 6.2.5, divided by that same number of years.

Part 1: Section 4 Tendering Forms

Form 8

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3: Evaluation Methodology and Criteria.

Source of financing	Amount (Lilangeni equivalent)
1.	
2.	
3.	
4.	

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Part 1: Section 4 Tendering Forms

FORM 9

Experience

General Experience

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Contractor
_____	_____		Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

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Part 1: Section 4 Tendering Forms

Form 10

Specific Experience

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

<p>Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required].</p>	<p>Information</p>		
<p>Contract Identification</p>	<p>_____</p>		
<p>Award date Completion date</p>	<p>_____ _____</p>		
<p>Role in Contract</p>	<p><input type="checkbox"/> Contractor</p>	<p><input type="checkbox"/> Management Contractor</p>	<p><input type="checkbox"/> Subcontractor</p>
<p>Total contract amount</p>	<p>_____</p>		<p>Lilangeni _____</p>
<p>If partner in a JV or subcontractor, specify participation of total contract amount</p>	<p>_____ %</p>	<p>_____</p>	<p>Lilangeni _____</p>
<p>Employer's Name:</p>	<p>_____</p>		
<p>Address:</p>	<p>_____ _____</p>		
<p>Telephone number:</p>	<p>_____</p>		
<p>E-mail:</p>	<p>_____</p>		

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Part 1: Section 4 Tendering Forms

Form 10 A (cont.)

Specific Experience (cont.)

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Similar Contract No. <i>__[insert specific number]</i> of <i>__[insert total number of contracts]</i> required	Information
Description of the similarity in accordance with Sub-Factor 6.2.8a) of Section 3: Evaluation Methodology and Criteria.:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

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Part 1: Section 4 Tendering Forms

Form 10 A (b)

Specific Experience in Key Activities

Contractor's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		_____
If partner in a JV / Consortium / Association, specify participation of total contract amount	_____ %	_____	_____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone number:	_____ _____		
E-mail:	_____ _____		

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Part 1: Section 4 Tendering Forms

Form 10 (b) (cont.)

Specific Experience in Key Activities (cont.)

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

	Information
Description of the key activities in accordance with Sub-Factor 6.2.9 b) of Section III:	

We, the undersigned, declare that the information contained in and attached to these forms is true and accurate as of the date of Tender submission:

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of authorized person signing the Qualification Form]*

Duly authorised to sign the Qualification Form for and on behalf of: *[insert complete name of Contractor or name of Joint Venture/ Consortium / Association]*

Dated on _____ day of _____, _____ *[insert day / month / year of signing]*

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Section 5: Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) As a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

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PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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Scope of Works

The scope of works consist of the following

- 110mm uPVC pumping main-1 km.
- Pump house
- Pump installation
- Electrical & mechanical work for pumps
- 15 000L Storage sump at pump house
- Construction of manholes for Isolation Valves, Air Valves, and Scour Valves

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Part 1: Section 5 Eligible Countries

Technical Specifications

The Standard Specification for all associated civil work shall be the SANS 1200 – Standardized Specification for Civil Engineering Construction.

The Standardized Specifications applicable to this Contract are listed in the Project Specification.

These Specifications are not issued with this volume but are available at the Contractor's expense from: South Africa Bureau of Standards, Private Bag X191, Pretoria, 0001.

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

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Environmental, Social, Health and Safety Requirements

[The PE shall use the services of suitably qualified environmental, social, health and safety specialists to prepare the specifications for ESHS.

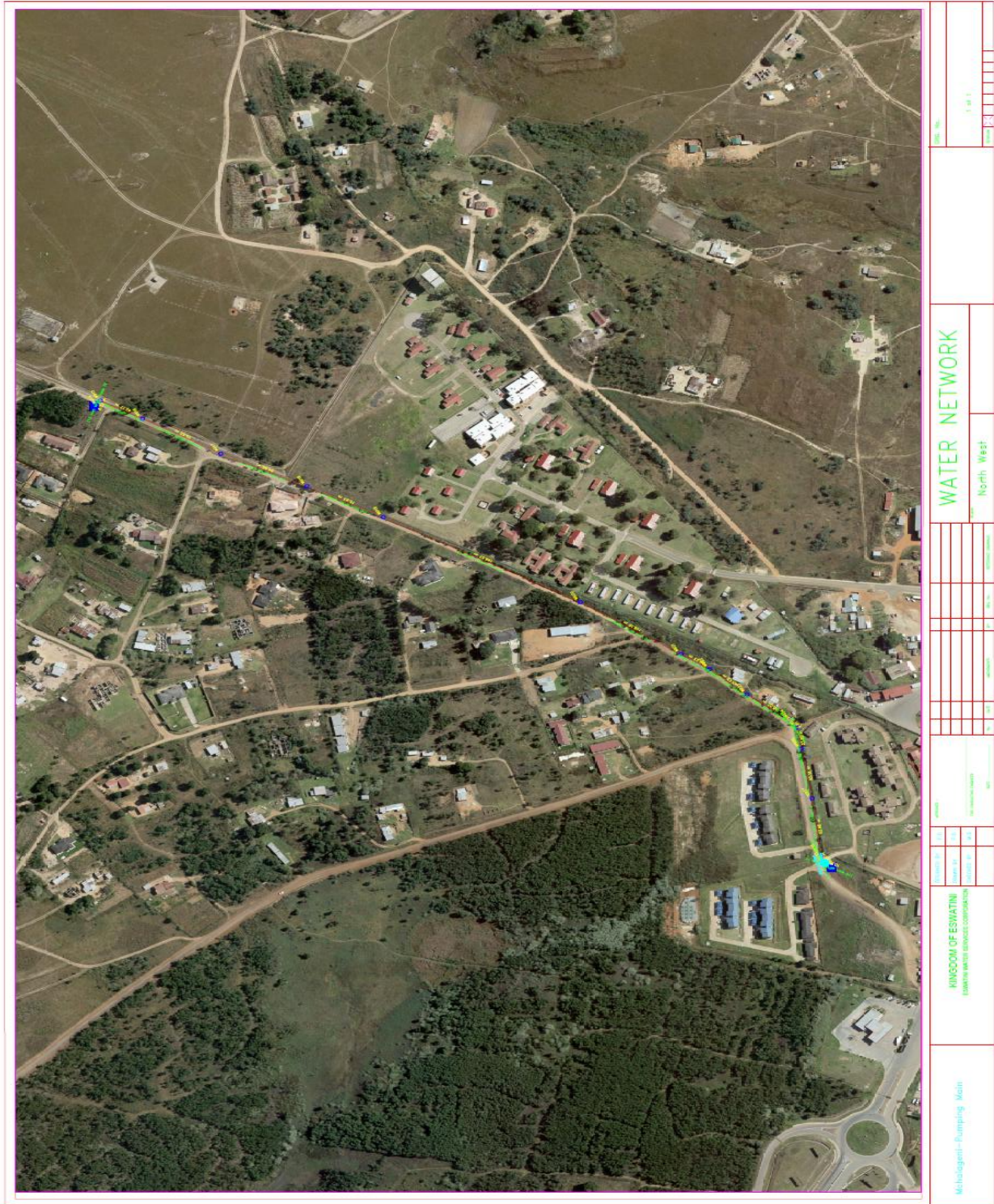
The PE shall attach or refer to the PE's environmental, social, health and safety policies that will apply to the project. If these are not available, the PE should use the guidance in the user guide in drafting an appropriate policy for the works].

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Part 2: Section 6 Statement of Requirements



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Bill of Quantities

Date:

Procurement Reference No.:

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Part 2: Section 6 Statement of Requirements

Name of Contractor

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Electrical work Building Wiring				
1	Construction of pump house	sum	1.00		
1.1	supply 15 000L extra heavy duty chemical tank, inclusive all necessary fitting to connect incoming 150mm pipe with flout valve & outgoing 150mm outgoing	sum	1.00		
1.2	Supply and Install EEC meter box and circuit breaker to EEC specifications to suit pump unit	sum	1.00		
1.3	Supply and install single phase 2x13A weatherproof socket. 3 No 60W fluorescent lamps internally. 2 No 150 W LED lamps mounted on walls externally connected to external weatherproof manual switch and daylight switch.	sum	1.00		
1.4	Supply and Install 110 mm cable ducting, 0.8 m deep from transformer to MCP, and MCP to Water Pumps	m	50.00		
1.5	PUMPS MECHANICAL & ELECTRICAL Carryout operation as applicable: Manufacture, supply, deliver, install, excavate, construct, backfill, paint, finish, commission, test and attend to defects the following items: Suction				

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Part 2: Section 6 Statement of Requirements

	Electrical works			
2.1	Hot dipped galvanised cable racking, complete as specified.	sum	1.00	
2.2	Complete electrical installation in the pump house with wiring, installation of fittings and meter box	Sum	1.00	
2.3	Installation of Power Factor Correction capacitors for Pump Units.	sum	1.00	
2.4	Electrical panels including all electrical switch gear, soft starter units for pump control and monitoring for 2 motors including all connections, earthing and lightning protection, no flow switches, complete including design & prior preparation of diagram for approval by the Engineer	sum	1.00	
2.5	Supply & install level Telemetry control of all pumps	sum	1.00	
2.6	Testing, installation and commissioning of clear water pumps and motors and other equipment	sum	1.00	
2.7	Supply complete with couplings, handle and laying and bedding of SABS approved potable water pipeline, Pumping Main 110uPVC Class 12 1000 meters	kM unit	1,000.00	
2.8	Construct AV manhole chamber and install 50mm double orifice airvalve according to drawing	No.	1.00	

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Part 2: Section 6 Statement of Requirements

2.9	Construct SV manhole chamber and 100mm equal GS tee and fittings according to drawing	No.	1.00		
Total Carried To Summary					-

SUMMARY		
SECTION	DESCRIPTION	TENDER AMOUNT (SZL)
1	PUMP HOUSE	0.00
	SUB - TOTAL A	0.00
	ADD CONTINGENCY 10%	0.00
	SUB - TOTAL B	0.00
	ADD CIC levy 1%	0.00
	SUB - TOTAL C	0.00
	ADD VAT - 15%	0.00
	TENDERED AMOUNT	0.00

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Part 2: Section 6 Statement of Requirements

Signed: *[signature of person whose name and capacity are shown below]*

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

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture/Consortium/Association]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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~~Merchandise/Boosters Station EWSC 03 of 2025/26~~
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Completion Schedule

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Supplementary Information

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PART 3 - Contract
Section 7: General Conditions of Contract for the Procurement of Works

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Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Special Conditions
	Procurement Reference No: EWSC 03 of 2025/26
GCC 1.1(cc)	The Site is located at Mchalageni and is defined in Drawings Nos: _____
GCC 1.1(ee)	The Start Date shall be: 27th June 2025
GCC 1.1(z)	The Project Manager is: _____
GCC 2.1	The following documents also form part of the Contract: _____ _____
GCC 3.7	This Contract is a Works Contract.
GCC 3.8	Sectional completion CIC C2 & C3 permitted.
GCC 7.1	For notices , the PE's address shall be: Attention: Managing Director Physical address: Emtfonjeni Building, Cnr MR103 & Cultural Village Drive Telephone: 24169000 Electronic mail address: headoffice@ewsc.co.sz For notices , the Contractor's address shall be: Attention: _____ Physical Address: _____ Telephone: _____ Electronic mail address: _____
GCC 9.1	The Works consist of: Rehabilitation of a booster station
GCC 10.2	The PE's specific approval is required for: _____
GCC 12.1	GCC Clause 12.1 on sub-contracting is modified as follows: _____
GCC 12.2	The following conditions shall apply to subcontracting: _____

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Part 3: Section 8 Special Conditions of Contract

GCC Clause Reference	Special Conditions
GCC 13.1	The Schedule of Other Contractors _____ part of the Contract.
GCC 14.1	The Schedule of Key Personnel should form part of the Contract.
GCC 18.1	<p>The minimum insurance covers shall be:</p> <p>(a) The minimum cover for insurance of the Works, Plant and Materials is: _____</p> <p>(b) The maximum deductible for insurance of the Works, Plant and Materials is: _____</p> <p>(c) The minimum cover for insurance of Equipment is: _____</p> <p>(d) The maximum deductible for insurance of Equipment is: _____</p> <p>(e) The minimum cover for insurance of property is: _____</p> <p>(f) The maximum deductible for insurance of property is: _____</p> <p>(g) The minimum cover for personal injury or death insurance is: _____</p> <p>(h) The maximum deductible for personal injury or death insurance is _____</p>
GCC 19.1	Site Investigation Report(s) _____ part of the contract.
GCC 22.1	The Intended Completion Date for the whole of the Works shall be: 4 months.
GCC 26.1	The Site Possession Date shall be: _____
GCC 34.1	The procedure for settling disputes shall be _____ <i>(If not available indicate Not Applicable)</i>
GCC 34.3	Fees and types of reimbursable expenses to be paid to the Adjudicator:
GCC 34.4	<p>The arbitration shall be conducted in accordance with the Arbitration Act of Eswatini.</p> <p>Arbitration shall take place at: ___ Eswatini _____</p>
GCC 35.1	The Appointing Authority for the Adjudicator is: _____
GCC 36.1	The Contractor shall submit the Program for the Works within 5 days of contract award signature.
GCC 36.3	<p>The period between Program updates is _____ days.</p> <p>The amount to be withheld for late submission of an updated Program is:</p>
GCC 44.1	The Defects Liability Period is 2 years.

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Part 3: Section 8 Special Conditions of Contract

GCC Clause Reference	Special Conditions
GCC 50.1	Statements of estimated value of works executed shall be on a _____ basis.
GCC 53.1(l)	The following events shall also be Compensation Events:
GCC 56.1	<p>The Contract _____ subject to price adjustment in accordance with Clause 56 of the General Conditions of Contract, and the following information regarding coefficients _____ apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency:</p> <p>(i) _____ percent nonadjustable element (coefficient A).</p> <p>(ii) _____ percent adjustable element (coefficient B).</p> <p>(b) For currency:</p> <p>(i) _____ percent nonadjustable element (coefficient A).</p> <p>(ii) _____ percent adjustable element (coefficient B).</p>
GCC 56.1	<p>The Index I for local currency will be: _____</p> <p>The Index I for the specified international currency will be: _____</p> <p>The Index I for currencies other than the local currency and the specified international currency will be: _____</p>
GCC 57.1	The proportion of payments retained is 10% percent.
GCC 58.1	<p>The liquidated damages for the whole of the Works are _____ per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 15% Percent of the final Contract Price.</p>
GCC 59.1	<p>The Bonus for the whole of the Works is _____ per day. The maximum amount of Bonus for the whole of the Works is _____ Percent of the final Contract Price.</p>
GCC 60.1	<p>The Advance Payment will be equivalent to 20% and will be paid in the same currencies and proportions as the Contract Price.</p> <p>It will be paid to the Contractor within 30 days of signing of contract and submission of invoice.</p>
GCC 60.3	<p>The Advance Payment will be repaid by deducting equal amounts from payments due to the Contractor each month during the period starting _____ months after the Start Date and ending _____ months after the Start Date.</p>
GCC 61.1	A Performance Security Shall be required.

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Part 3: Section 8 Special Conditions of Contract

GCC Clause Reference	Special Conditions
	A Performance Security shall be for (Insert percentage) of the Contract Price.
GCC 61.3	The standard form of Performance Security acceptable to the PE shall be an Unconditional Bank Guarantee in the format presented in Section 9 of the Tendering Documents.
GCC 67.1	The date by which “as built” drawings are required is: The date by which operating, and maintenance manuals are required is:
GCC 67.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is _____ Eswatini Lilangeni .
GCC 69.1	The percentage to apply to the value of the work not completed, representing the PE’s additional cost for completing the Works, is: _____

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Section 9: Contract Forms

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Part 3. Section 9. Contract Forms

Contract Agreement

Procurement Reference No: _____

THIS CONTRACT AGREEMENT made this _____ day of _____,
_____, between _____ of _____
(hereinafter “the Procuring Entity - PE”), of the one part, and _____ of
_____ (hereinafter “the Contractor”), of the other part.

Whereas the PE is desirous that the Contractor executes _____
(hereinafter called “the Works”) and the PE has accepted the Tender by the Contractor for the
execution and completion of such Works and the remedying of any defects therein for the
Contract Price of Eswatini Lilangeni _____.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Contract Agreement shall prevail over all other Contract documents.
 - (a) the Contractor’s Tender;
 - (b) the Special Conditions of Contract;
 - (c) the General Conditions of Contracts;
 - (e) the Scope of works;
 - (f) the Drawings; and
 - (g) the completed Schedules.
3. In consideration of the payments to be made by the PE to the Contractor as indicated in this Contract, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The PE hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
5. The Contract Price or such other sum as may be payable shall be paid _____ in Eswatini Lilangeni , _____ in _____ and _____ in _____.

IN WITNESS whereof the parties thereto have caused this Contract to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Procuring Entity)

Name: _____ Position: _____

In the presence of:

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Tendering Document for the Procurement of Works

Section 9: Page 103 of 107



Part 3. Section 9. Contract Forms

Name: _____ Position: _____

Signed by _____ (for the Contractor)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

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Performance Security

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the Contract Price specified in the Contract and should be denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity].

Date: *[insert date (as day, month and year) of Performance Security]*

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring Entity]*

WHEREAS *[insert name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to the Contract referenced above, dated *[insert date (as day, month and year) of contract]* to execute *[insert brief description of Works]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract;

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Contractor a security;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[insert currency and amount of Guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of Guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

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Part 3. Section 9. Contract Forms

This Guarantee shall remain in force up to and including _____ * *[insert date: day, month, year]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorized to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

* *Insert the date twenty-eight (28) days after the intended completion date as stated in SCC 22.1. In the event of an extension of the intended completion date, the Entity shall request for an extension of this guarantee from the contractor. The request for extension shall be in writing and must be made prior to the expiration date stated in the guarantee.*

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Tendering Document for the Procurement of Works

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Advance Payment Security

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The amount of the security is to be inserted by the Financial Institution and must represent the amount of the Advance Payment and be denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the PE].

Date: *[insert date (as day, month, and year) of Payment Security]*
Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring Entity]*

In accordance with the payment provision included in the Contract referenced above, in relation to advance payments, *[insert complete name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with the PE a Bank Guarantee to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PE on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between the PE and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Security shall remain valid and in full effect from the date of the advance payment under the Contract until the PE receives full repayment of the same amount from the Contractor.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorized to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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