

































































































































**Part 1: Section 4 Tendering Forms**

**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): \_\_\_\_\_

## Part 1: Section 4 Tendering Forms

### 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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## Part 1: Section 4 Tendering Forms

### Form – 2: CV of Proposed Personnel

The Contractor shall provide all the information requested below.

<b>Position</b>	
<b>Personnel Information</b>	Name <span style="float: right;">Date of birth</span>
	Professional qualifications
	Academic qualifications
<b>Present Employment</b>	Name of Employer
	Address of Employer
	Telephone <span style="float: right;">Contact (manager / personnel officer)</span>
	Fax <span style="float: right;">E-mail</span>
	Job title <span style="float: right;">Years with present Employer</span>

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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## Part 1: Section 4 Tendering Forms

### 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 <sup>1</sup> :
2. In case of JV / Consortium / Association, state name of each party in Form 4A
3. Contractor's Country of Registration / Incorporation <sup>2</sup> :
4. Contractor's Year of Registration / Incorporation <sup>3</sup> :
5. Contractor's Address in Country of Registration / Incorporation <sup>4</sup> :
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.

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

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

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





## 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: _____	_____

**Part 1: Section 4 Tendering Forms**

**Form 5A**

**Pending Litigation**

Pending Litigation, in accordance with Section III

- No pending litigation in accordance with Sub-Factor 6.2.2 of Section III
- 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

- 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.
- 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:

<b>Year</b>	<b>Suspended or terminated portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (value, currency, exchange rate and Lilangeni equivalent)</b>
<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
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
<b>Information from Income Statement</b>							
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.: \_\_\_\_\_

<b>Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required].</b>	<b>Information</b>		
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	_____		Lilangeni _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	Lilangeni _____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone number:	_____		
E-mail:	_____		

# 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	_____

**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:	_____		

**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: EWSC 01 of 2025/26

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 proposed new project aims to construct the following:

- Construct the following pipelines:
- 4.41km 160mm uPVC sewer pipeline
- 84m 200mm uPVC sewer pipeline
- 72m 150mm Galvanized Mild Steel sewer pipeline
- Construction of columns or steel bridges for stream crossing
- Construction of reticulation sewer manholes.

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## **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].*

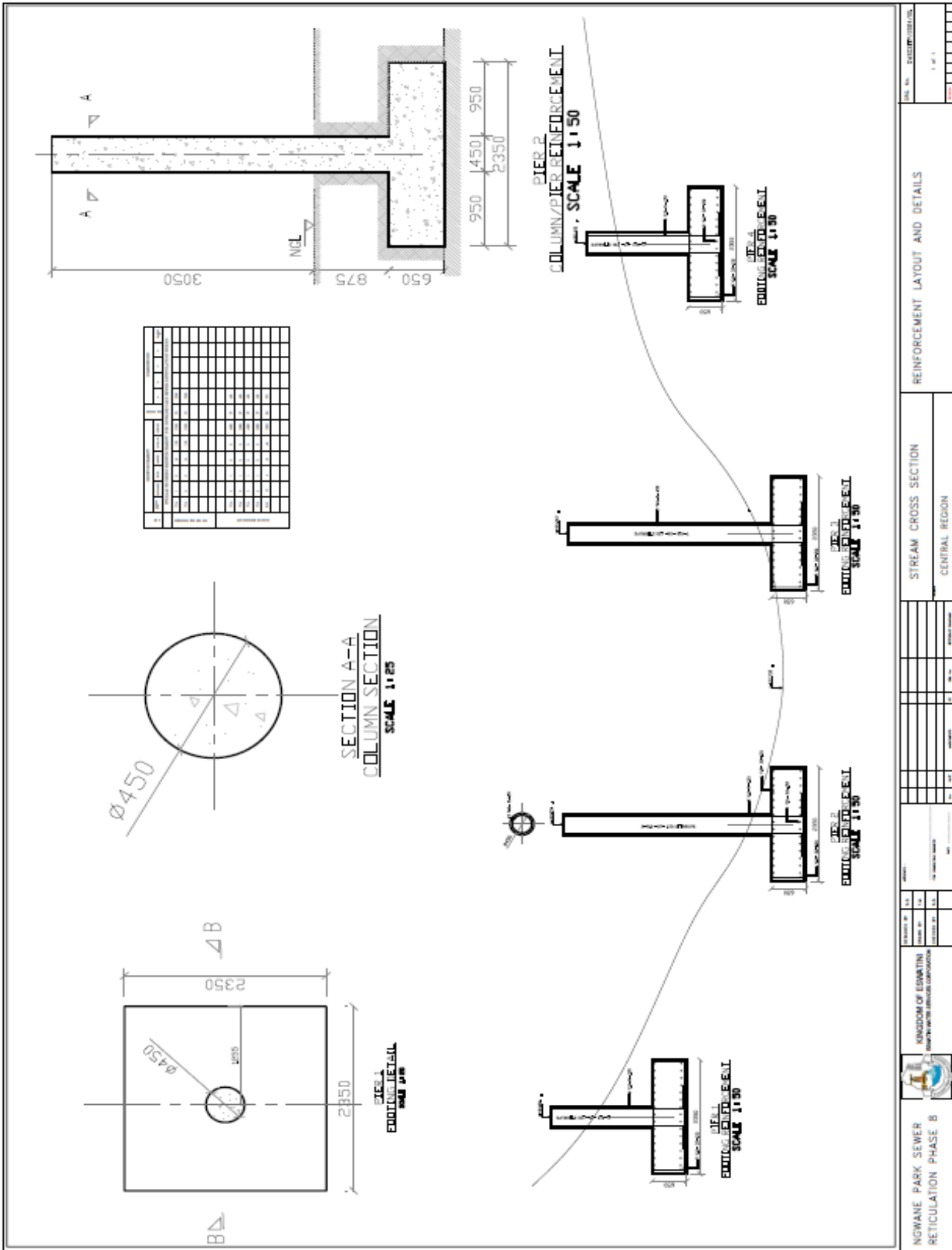
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Drawings



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## Part 2: Section 6 Statement of Requirements

### Bill of Quantities

Date: [insert date (as day, month and year) of Tender Submission]

Procurement Reference No.: [insert Procurement Reference number]

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>SECTION 1: PRELIMINARY AND GENERAL</u></b>				
	SECTION A : PRELIMINARY AND GENERAL				
1.1	FIXED-CHARGE ITEMS				
	<b>Contractual Requirements</b>				
1.1.1	Allow for the provision of performance and advance payment securities including for all costs in connection with preparing the securities.	Sum	1.00		
1.1.2	Allow for the provision of insurance including for all costs in connection with preparing and providing for insurances of the Works and plant, damage to persons and property, third party, and compliance with the Workman's Compensation Act - 1983	Sum	1.00		
	<b>Establish Facilities on the Site</b>				
	<i>Facilities for the Contractor</i>				
1.1.6	Offices and storage sheds, workshops, living accommodation, ablution and latrine facilities, tool and equipment, water supplies, electric power and lighting, communications, dealing with water and access	Sum	1.00		
1.1.13	Allow for a defects liability of the entire works for a period of 12 (twelve months) from the date of completion (This item to be payable only with the issue of the Final Certificate).	Sum	1.00		
1.1.14	Remove Contractor's Site establishment on completion, including making good and restoring of the Site (including topsoiling, grassing, fertilising and watering of the areas damaged by the Contractor) to the satisfaction of the Engineer	Sum	1.00		
1.2	TIME-RELATED ITEMS				
	<b>Contractual Requirements</b>				
1.2.1	Allow for the time-related costs of providing the bond, insurances of the Works and plant, damage to persons and property, third party, and compliance with the Workman's Compensation Act - 1983	Month	4.00		

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## Part 2: Section 6 Statement of Requirements

	<b>Operate and maintain facilities on the Site, for the duration of construction, except where otherwise stated</b>				
	<i>Facilities for the Contractor</i>				
1.2.5	Offices and storage sheds, workshops, laboratories, living accommodation, ablution and latrine facilities, tool and equipment, water supplies, electric power and lighting, communications, dealing with water and access	Month	4.00		
1.2.8	Contractor's on-site supervision and local administration for the duration of the contract	Month	4.00		
1.3	ENVIRONMENTAL MITIGATION MEASURES				
1.3.1	Contractor's measures to meet the requirements of the Eswatini Environment Authority, of the Environmental Regulations and the CMP.	Sum	1.00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	PAYMENT	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
1.8	DAYWORKS  (The unit rates for plant and labour shall be net costs)  Labour  Normal Working Hours				
1.8.1	Skilled	Hour	200.00		
1.8.2	Semi-skilled	Hour	300.00		
1.8.3	Unskilled	Hour	350.00		
1.8.4	Percentage adjustment to Items A4.1.1 to A1.9.3 for labour: _____ %	%	20.00		
1.8.5	Plant  Mobile compressor, 4,7 cu.m per minute, including hoses	Hour	20.00		
1.8.6	Rock drills and rod bits	Hour	20.00		
1.8.7	Jack hammer and steels	Hour	20.00		

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## Part 2: Section 6 Statement of Requirements

1.8.8	75 Litre concrete mixer (3/2)	Hour	20.00		
1.8.9	Vibrating poker	Hour	20.00		
1.8.10	0,75 Ton. dumper	Hour	20.00		
1.8.11	Hydraulic powered tractor - mounted JCB 3C backhoe (or similar)	Hour	50.00		
1.8.12	Hydraulic, crawler mounted Caterpillar 225 type excavator (or similar) with 1 cu.m capacity bucket	Hour	40.00		
1.8.13	Tipper truck - capacity 6m <sup>3</sup>	Hour	50.00		
1.8.14	Van or pick-up: capacity 1,5 ton.	Hour	50.00		
1.8.15	Pump including hoses	Hour	10.00		
1.8.16	Vibratory plate compactor 400 mm square	Hour	20.00		
1.8.17	Bomag type vibrating drum roller 650 mm wide	Hour	20.00		
1.8.18	Caterpillar D6 type bulldozer	Hour	10.00		
1.8.19	Front-end loader Caterpillar 939 type	Hour	10.00		
1.8.20	Water cart - capacity 2500 litre	Hour	20.00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

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**Part 2: Section 6 Statement of Requirements**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION 2: RETICULATION: PIPE TRENCHES</u></b>				
	SABS 1200 C	SITE CLEARANCE				
	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
	8.3.1	Site clearance				
	8.3.1 (a)	Clear vegetation and trees of girth up to 1m (2m wide strip)	m	4 088.00		
	8.3.1 (b)	Clear trees of girth over 1,0m and up to 2,0m	No	30.00		
		Reomve and reinstate concrete kerbing	m	250.00		
		Remove and reinstate concrete or brick pavements (reinforced or unreinforced)	m2	160.00		
		Remove and reinstate concrete or brick walls (reinforced or unreinforced)	m2	240.00		
		Bituminous surfacing	m2	30.00		
		Reinstatement of roads				
		Gravel layers 150mm thick	m2	18.00		
		Crusher run layers 150mm	m2	18.00		

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## Part 2: Section 6 Statement of Requirements

		Concrete surfacing or pavers	m <sup>2</sup>	18.00	
		Bituminous surfacing	m <sup>2</sup>	30.00	
		Kerbing	m	54.00	
	8.3.2	Excavation			
	8.3.2 (a)	Excavate in all materials for trenches, backfill, compact, and dispose of surplus material for:			
		Sewer Pipes with diameter of 110mm and over, up to 250mm for total trench depth:			
		Exceeding 1,0m but not exceeding 2,0m	m	3 542.00	
		Exceeding 2,0m but not exceeding 3,0m	m	350.00	
		Exceeding 3,0m but not exceeding 4,0m	m	400.00	
		Exceeding 4,0m but not exceeding 5,0m	m	250.00	
	8.3.2 (b)	Extra-over items above for:			
		Intermediate excavation	m <sup>3</sup>	700.00	
		Hard rock excavation	m <sup>3</sup>	230.00	
	8.3.2 (c)	Excavate unsuitable material from trench bottom and dispose of it within free haul distance	m <sup>3</sup>	500.00	

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## Part 2: Section 6 Statement of Requirements

	8.3.6	Finishing  Reinstate road surfaces complete with all courses  Gravel roads	m <sup>2</sup>	115.00		
TOTAL CARRIED FORWARD						0.00

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						0.00
3.1		<b><u>RETICULATION: SEWER PIPES</u></b>				
	SABS 1200 LB	Bedding (pipes)				
	8.2.1	Provision of Bedding from Trench Excavation				
3.1.1	8.2.1 (a)	Selected granular material	m <sup>3</sup>	1,500.00		
3.1.2	8.2.1(b)	Selected fill material	m <sup>3</sup>	750.00		
3.1.5	8.2.3	Concrete Bedding Cradle	m <sup>3</sup>	48.00		
3.1.6	8.2.4	Encasing of Pipes in Concrete	m <sup>3</sup>	64.00		
	SABS 1200 LD	Sewers				
	8.2.1	Supply, lay, joint, bed PVC sewer pipes SANS 791 class 34, 300kPa, and test pipeline				
3.1.10		160 mm diameter	m	4,410.00		
		200 mm diameter	m	84.00		

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## Part 2: Section 6 Statement of Requirements

3.1.15	8.2.1	Supply, install on columns or steel bridges, Joint, Test Flanged Galvanised Mild Steel sewer pipeline	m	72.00		
3.2		TESTING  Air test and sewer test of pipelines (included in the rate for supply and lay pipes)				
TOTAL CARRIED FORWARD TO SUMMARY						0.00

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						0.00
4.1	8.2.3	<b><u>RETICULATION: SEWER MANHOLES</u></b>  Manholes complete, diameter 1,50m complete with medium duty cover and frame, total depths over: and up to:				
4.1.1		0.5m - 1,0m	No	106		
4.1.2		1,0m - 1,5m	No	38		
4.1.3		1,5m - 2,0m	No	5		
4.1.4		2,0m - 2,5m	No	8		
4.1.5		2,5m - 3,0m	No	2		
4.1.6		3,0m - 3,5m	No	5		

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## Part 2: Section 6 Statement of Requirements

4.1.7		3,5m - 4,0m	No	3	
4.1.8		4,0m - 4,5m	No	5	
4.1.14	8.2.4	Extra-over for junctions at manholes, allow for forming channels and benching	No	30.00	
4.1.15	8.2.11	Connection to Existing Sewer Manhole by breaking into Manhole to connect new sewer pipe to existing sewer manhole and make good manhole and all benching, allow for handling of existing sewage flow	No	22.00	
		STREAM CROSSINGS			
5.1	1200 D	EXCAVATION			
	8.3.2 a)	Excavate for restricted foundations and footings in all materials and use in backfill or dispose			
5.1.2		Column footings	m3	112.00	
		Extra-over items for excavation in (Provisional):			
5.1.5		Intermediate material	m3	92.00	
5.1.6		Hard rock material	m3	18.00	
	SABS				
	1200 GA	CONCRETE STRUCTURE			
5.3	8.2	FORMWORK			

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## Part 2: Section 6 Statement of Requirements

5.3.1	8.2.1	Rough	m2	38.00	
5.3.2	8.2.2	Smooth	m2	56.00	
5.4	PSGA1.1	REINFORCEMENT			
		Mild steel bars			
5.4.1		8 mm bars	t	1.50	
		High-tensile steel bars			
5.4.2		10 mm to 32mm bars	t	3.75	
5.4.3		Supply and grout in 20 mm dia x 300 mm long mild steel dowels, including drilling holes in hard rock (Prov.)	No.	28.00	
5.5	8.4	CONCRETE			
5.5.1	8.4.2	Blinding layer in 15 MPa/19 mm concrete	m2	120.00	
5.5.2	8.4.3	Strength concrete, Grade 25MPa/19 mm footings	m3	38.00	
5.5.3	8.4.3	Strength concrete, Grade 30MPa/19mm in pillars and sewer sump	m3	46.00	
	8.4.4	Unformed surface finishes			
5.5.4		Wood-floated	m2	120.00	
5.6	8.7	GROUTING			
5.6.1	8.8	HD BOLTS Provide and grout in M16 galvanized HD bolts	No.	16.00	

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## Part 2: Section 6 Statement of Requirements

5.6.2		Grouting under base plates after adjusting pipe to line and level	No.	16.00		
5.7		STEELWORK				
5.7.1		Supply and install steel brackets of SABS 1431 Grade 300 WA steel to including all bolts, nuts and washers all galvanized to SABS 793	No.	8.00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3		<b><u>SECTION 3: CIVIL WORKS</u></b>				
	SANS 1200 DB	- EARTHWORKS (PIPE TRENCHES)				
	8.3.2	EXCAVATION				
	8.3.2(a)	Excavate in all materials for trenches, backfill, compact, and dispose of surplus and unsuitable material :				
	8.3.4(a)	For pipe diameter over 300 mm up to 600 mm :				
3.1		Depth over 0,0 m up to 2,0 m	m	180		
		Depth over 2,0 m up to 4,0 m	m	24		

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## Part 2: Section 6 Statement of Requirements

3.2	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom	m <sup>3</sup>	45	
	8.3.3	EXCAVATION ANCILLARIES			
	8.3.3.1	Make up deficiencies in backfill material :			
3.3		From other necessary excavations on site	m <sup>3</sup>	36	
3.4		By importation from commercial or off-site sources selected by the Contractor	m <sup>3</sup>	18	
		ACCOMMODATION OF TRAFFIC			
3.5	PSDB 8.3.7	Accommodating traffic and maintaining temporary deviations per road crossing location	Sum	0	
	SANS 1200 LB	BEDDING (PIPES)			
	8.2.1	Provision of bedding from trench excavation:			
3.5		Selected granular material (bedding cradle)	m <sup>3</sup>	70	
	SANS 1200 LE	STORMWATER DRAINAGE			
	8.2	PIPES			
	8.2.1	Supply and lay concrete pipes with ogee joints and rubber collar on Class B bedding :			

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## Part 2: Section 6 Statement of Requirements

3.6		450mm class 75D concrete pipe (in-the-wall joint), according to SABS 677	m	130	
0.1		600mm class 75D concrete pipe (in-the-wall joint), according to SABS 677	m	25	
		<b>Concrete Lined drainage</b>			
		EXCAVATION			
		Excavate in all materials for trenches, backfill, compact, and dispose of surplus and unsuitable material :			
		Trapezoidal Drain over 0,0 m up to 2,0 m	m	170	
		trench over 0,0 m up to 2,0 m	m3	100	
	8.2	FORMWORK			
	8.2.1	Rough	m2	102.00	
	8.2.2	Smooth	m2	52.00	
	PSGA1.1	REINFORCEMENT			
		Wedded Mesh ref 395	m2	340.00	
		High tensile steel bars	t	3.75	
	8.4	CONCRETE			
	8.4.3	Strength concrete, Grade 25MPa/19 mm footings	m3	68.00	
	8.4.4	Unformed surface finishes			

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## Part 2: Section 6 Statement of Requirements

		Wood-floated	m2	84.00	
		<b>Drive ways</b>			
		EXCAVATION			
		Excavate in all materials for trenches, backfill, compact, and dispose of surplus and unsuitable material :			
		over 0,0 m up to 2,0 m	m3	36	
		Gravel layers 150mm thick	m2	38.00	
	8.2	FORMWORK			
	8.2.1	Rough	m2	42.00	
	PSGA1.1	REINFORCEMENT			
		Wedded Mesh ref 395	m2	840.00	
	8.4	CONCRETE			
	8.4.3	Strength concrete, Grade 30MPa/19 mm footings	m3	66.00	
	8.4.4	Unformed surface finishes			
		Wood-floated	m2	840.00	
	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)			
	8.3.4	CUT TO FILL, BORROW TO FILL :			

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## Part 2: Section 6 Statement of Requirements

3.7		Selected layers compacted to 93% of modified AASHTO maximum density	m <sup>3</sup>	45	
	8.3.5				
	<b>SANS 1200 ME</b>	<b>SUBBASE</b>			
	8.3.1	Construct gravel subbase with material excavated in all materials from borrow pits :			
3.8		to 95% modified AASHTO maximum	m <sup>3</sup>	45	
	8.3.5	Process material by means of:			
3.10		Stabilization	m <sup>3</sup>	35	
	8.3.8	Stabilizing agent :			
3.11		Cement Cem II /B (PC25)	ton	3	
	<b>SANS 1200 MF</b>	<b>BASE</b>			
	8.3.3	Construct G1 crushed stone base with material from commercial sources compacted to 88% of apparent density			
3.12		(a) 150 mm thick basecourse	m <sup>3</sup>	11	
	<b>SANS 1200 MH</b>	<b>ASPHALT BASE AND SURFACING</b>			
	8.5.1	Prime coat :			
3.13		(a) MC-30 cut back bitumen road prime at a nominal rate			
		of 0.85 litre/m <sup>2</sup>	m <sup>2</sup>	11	

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**Part 2: Section 6 Statement of Requirements**

Total carried forward							-
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
Total brought forward							-
3.14	8.5.3	Tack coat :  (a) 30% stable grade emulsion at 0.5litre/m <sup>2</sup>	m <sup>2</sup>	70			
3.15	8.5.4 PSMH5.1	Asphalt :  (b) 40 mm medium, continuously graded surfacing using 60/70 pen. bitumen	m <sup>2</sup>	70			
	<b>SANS 1200 MK</b>	<b>KERBING AND CHANNELLING</b>					
3.16	8.2.1	Concrete Kerbing :  (a) Precast concrete barrier kerb Type 1 :  (1) Straight and curved on radius > 20m	m	48			
		<b>ROAD MARKINGS</b>					
3.17	8.4.1	Reflectorized paint applied at nominal rate of 0.42 litre/m <sup>2</sup> :  (a) White lines (broken or unbroken), including centrelines and markings at intersections :  (1) 100 mm wide	km	0.03			

3.17

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## Part 2: Section 6 Statement of Requirements

3.18		(b) Yellow lines :  (1) 100 mm wide	km	0.10	
3.19	8.4.4	Setting out and premarking :  (a) Lines (excluding traffic island markings, characters, and symbols)	km	0.10	
<b>Total Section 3 Carried Forward To Summary</b>					

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	R 0.00
2	NGWANE PARK SEWER RETICULATION	R 0.00
3	ROAD CROSSINGS	R 0.00
	Sub-total	R 0.00
1	ADD 10% for PHYSICAL CONTINGENCIES	R 0.00
	Sub-total	R 0.00
2	ADD 0.75 % CIC LEVY	R 0.00
	Sub-total	R 0.00
3	ADD 15% VAT	R 0.00
<b>TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES</b>		<b>R 0.00</b>

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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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## 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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Ngwane Park Sewer Reticulation Project EWSC-01 of 2025/26



## 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: <b>EWSC 01 of 2025/26</b>
<b>GCC 1.1(cc)</b>	The Site is located at <b>Ngwane Park</b> and is defined in Drawings Nos: _____
<b>GCC 1.1(ee)</b>	The Start Date shall be: <b>27<sup>th</sup> June 2025</b>
<b>GCC 1.1(z)</b>	The Project Manager is: _____
<b>GCC 2.1</b>	The following documents also form part of the Contract: _____ _____
<b>GCC 3.7</b>	This Contract is a _____ Contract.
<b>GCC 3.8</b>	Sectional completion <b>CIC C2</b> and <b>C3</b> permitted.
<b>GCC 7.1</b>	For <b>notices</b> , the PE's address shall be: Attention: _____ Physical address: _____ Telephone: _____ Electronic mail address: _____  For <b>notices</b> , the Contractor's address shall be: Attention: _____ Physical Address: _____  Telephone: _____ Electronic mail address: _____
<b>GCC 9.1</b>	The Works consist of: _____
<b>GCC 10.2</b>	The PE's specific approval is required for: _____
<b>GCC 12.1</b>	GCC Clause 12.1 on sub-contracting is modified as follows: _____
<b>GCC 12.2</b>	The following conditions shall apply to subcontracting: _____
<b>GCC 13.1</b>	The Schedule of Other Contractors _____ part of the Contract.

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**Part 3: Section 8 Special Conditions of Contract**

GCC Clause Reference	Special Conditions
<b>GCC 14.1</b>	The Schedule of Key Personnel _____ part of the Contract.
<b>GCC 18.1</b>	<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>
<b>GCC 19.1</b>	Site Investigation Report(s) _____ part of the contract.
<b>GCC 22.1</b>	The Intended Completion Date for the whole of the Works shall be: _____
<b>GCC 26.1</b>	The Site Possession Date shall be: _____
<b>GCC 34.1</b>	The procedure for settling disputes shall be _____ <i>(If not available indicate Not Applicable)</i>
<b>GCC 34.3</b>	Fees and types of reimbursable expenses to be paid to the Adjudicator:
<b>GCC 34.4</b>	The arbitration shall be conducted in accordance with the Arbitration Act of Eswatini. Arbitration shall take place at: _____
<b>GCC 35.1</b>	The Appointing Authority for the Adjudicator is: _____
<b>GCC 36.1</b>	The Contractor shall submit the Program for the Works within _____ days/weeks of contract signature.
<b>GCC 36.3</b>	The period between Program updates is _____ days. The amount to be withheld for late submission of an updated Program is:
<b>GCC 44.1</b>	The Defects Liability Period is _____ days.

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**Part 3: Section 8 Special Conditions of Contract**

GCC Clause Reference	Special Conditions
<b>GCC 50.1</b>	Statements of estimated value of works executed shall be on a _____ basis.
<b>GCC 53.1(l)</b>	The following events shall also be Compensation Events:
<b>GCC 56.1</b>	<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>
<b>GCC 56.1</b>	<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>
<b>GCC 57.1</b>	The proportion of payments retained is 10% percent.
<b>GCC 58.1</b>	<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 _____ Percent of the final Contract Price.</p>
<b>GCC 59.1</b>	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.
<b>GCC 60.1</b>	<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 from signing of contract_____.</p>
<b>GCC 60.3</b>	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.
<b>GCC 61.1</b>	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 10% of the Contract Price.
<b>GCC 61.3</b>	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.
<b>GCC 67.1</b>	The date by which “as built” drawings are required is: The date by which operating, and maintenance manuals are required is:
<b>GCC 67.2</b>	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 .
<b>GCC 69.1</b>	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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Tendering Document for the Procurement of Works

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# 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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## Part 3. Section 9. Contract Forms

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Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Contractor)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

### Tendering Document for the Procurement of Works Section 9: Page 12 of 15

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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

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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]*

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\* *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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## 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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