



The project is funded by Japan International Cooperation Agency (JICA)

2nd June 2025

Dear Bidders

Invitation to Bidders for the Construction of Secondary Schools
in New Thulwane, Maphungwane, Ngwenameni, and Lavumisa, Eswatini

Background

The Government of Japan and the Government of the Kingdom of Eswatini (hereinafter called “the Recipient”) signed the Exchange of Notes dated 7th of August, 2024 (hereinafter referred to as “the E/N”), concerning the Japanese grant assistance for The Project for the Improvement of Secondary Schools in the Kingdom of Eswatini (hereinafter called “the Project”) by the Recipient. On the basis of the E/N, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) extended a grant of the amount of One Billion Six Hundred and Thirteen Million Japanese Yen (JPY1,613,000,000) (hereinafter referred to as “the Grant”) to the Recipient for the purpose of contributing to the implementation of the Project in accordance with Grant Agreement (hereinafter referred to as “the G/A”) signed on 7th of August, 2024, between JICA and the Recipient. It is intended that part of the proceeds of the Grant will be applied to eligible payments under the contract for the procurement of works for the construction of four secondary schools in Ngwenameni, Lavumisa, New Thulwane, and Maphungwane (hereinafter called “the Works”).

The Works

Bidders are invited from locally registered Contractors under Category B1 for the proposed construction of the facilities in the Project. Only firms that hold a valid registration certificate issued by the Construction Industry Council (CIC) and of which at least 60% of the controlling shares are owned by Eswatini citizens will be considered. The Works comprise the construction of new buildings and related works, as summarized in the table below:

Lot	Code	Site	District	Facilities	Total Floor Area
1	E439/25401	New Thulwane	Lubombo	Each site contains almost the same components listed below:	3368.66m ²
		Maphungwane	Lubombo	2 Classrooms, 3 Classrooms, Science Lab, ICT Lab, Home Economics Lab, Administration Block, Feeding Kitchen (Lot 1 & 3: firewood, Lot 2: LPG), Toilet	
2	E439/25601	Ngwenameni	Manzini	(Male/Female/Staff), Teacher/Staff Housing, and the ancillary facilities such as elevated water tank, pump house, and reservoir tank. The landscape works are included in the Works.	1684.33m ²
3	E439/25801	Lavumisa	Shiselweni		1684.33m ²

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Documents to be submitted

Bona fide should comprise the following:

- Original and valid registration certificate issued by CIC, B1
- Original Government General Receipt as proof of purchase,
- Site Inspection (Declaration) Certificate, issued and signed by the Procuring Agent during site inspection,
- The Bidder's ORIGINAL valid Tax Compliance Certificate
- Certified copy of a valid Trading Licence,
- Letter of Authority for the signatory to sign,
- SZL 100,000 (One Hundred Thousand Emalangen) Bid Security in the form of a Bank Guaranteed Cheque issued to Microprojects Programme Coordination Unit. The format of the Bid Security is provided in ITB 18.1 and Section III "F. Bid Security"
- Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- The completed and signed Form of Bidding and appendix thereto,
- Police Clearance for all Company Directors
- Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies, and
- Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies.
- The shareholders as listed in Form C should provide certified copies of their identity documents. If the company submitting the bid is owned, in wholly or in part, by another company, Form C(s) and copies of national IDs of members of the shareholding companies must also be submitted.
- Bidders participating as joint ventures must submit a properly drawn up and notarized joint venture agreement. The agreement must state the responsibilities of the partners and identify the person authorised to sign documents on behalf of the joint venture,
- Recent Audited Financial Statement,
- And any other document required in the "Instructions to Bidders" in the Bidding documents.

Distribution of the Bidding Documents

Bidding Documents will be available between 09:00 am and 04:00 pm from Monday, 2nd June 2025, and can be collected from:

Microprojects Programme Coordination Unit

Suite 102, Dlan'ubeka House, Corner of LaLufadlana & Mdada Streets

Mbabane

Bidders are advised to pay E5,000 (Five Thousand Emalangen) non-refundable amount at the Government Revenue Office and should use code 231/1201/21132 when making payment.

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Pre-bid meeting and Site Inspections

There will be a compulsory pre-bid meeting on Monday, 9th June 2025, at 9:00 am in the meeting room of the Microproject Programme Coordination Unit. Compulsory site inspections will take place on Tuesday, 10th June 2025, for Lot 1, and on Wednesday, 11th June 2025, for Lots 2 and 3. Bidders are advised to assemble at the specified time and place in accordance with ITB 6.4 and ITB 6.5. Please note that bidders who do not attend the pre-bid meeting and the site inspections will not be evaluated.

Submission of the bids

- Date and place of Bidding submission: *Friday, 18th July 2025*, at the Office of Microprojects Programme Coordination Unit
- Time for submission: 10:00 am Eswatini time
- Opening: 10:10 am Eswatini time

Completed biddings should be delivered in a sealed envelope to Microprojects Programme Coordination Unit's Office, and the envelope should only show the Project Name, Project Number, and Lot Number, and be addressed to:

The Director
Microprojects Programme
First Floor Dlan'ubeka Building
P.O. Box 2122
MBABANE

Inquiry

Inquiries and/or clarification must be in writing and addressed

Attention: Masakazu Takagi (Consortium of Matsuda Consultants International Co., Ltd. and INTEM Consulting, Inc)
Address: 43-3 Yoyogi 3-chome, Shibuya-ku, Tokyo, JAPAN
E-mail address: takagi@matsucon.co.jp

and cc to

Attention: Bongani Bhembé (Microproject Programme Coordination Unit)
Address: 6th Floor, Microproject Programme Coordination Unit offices, Dlan'ubeka House, Corner of LaLufadlana & Mdada Streets, Mbabane
E-mail address: bonganibhembe@gmail.com

The Employer does not bind itself to accept the lowest or any tender. Any action or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Bidder.

Yours sincerely,

.....
Mr. Sibusiso T. Mbingo

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THE GOVERNMENT OF THE KINGDOM OF ESWATINI



MINISTRY OF EDUCATION AND TRAINING

BIDDING DOCUMENTS for

The Construction of Secondary Schools in New Thulwane, Maphungwane, Ngwenameni, and Lavumisa, Eswatini

(Lot 1, 2 and 3)

Project: The Project for the Improvement of
Secondary Schools in the Kingdom of
Eswatini

Client: Ministry of Education and Training

Procuring Agent: Microprojects Programme Coordination
Unit, Ministry of Economic Planning and
Development

Country: The Kingdom of Eswatini

Issued on: 2nd June 2025

Bid Reference No.: Lot 1 E439/25401

Lot 2 E439/25601

Lot 3 E439/25801

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Table of Contents

Section I. Instructions to Bidders

Section II. Evaluation and Qualification Criteria

Section III. Bidding Forms

A. Letter of Bid.....	BF-2
B. Bill of Quantities.....	BF-3
C. Technical Proposal.....	BF-4
D. Bidder's Qualification	BF-8
E. Acknowledgement of Compliance	BF-20
F. Bid Security	BF-22

Section IV. Contract Forms

A. Letter of Acceptance.....	CF-1
B. Contract Agreement.....	CF-2
C. Conditions of Contract.....	CF-4
D. Performance Security.....	CF-21
E. Advanced Payment Security	CF-22

Section V. Works Requirements

A. Scope of Works.....	WR-2
B. Specifications.....	WR-4
C. Drawings.....	WR-5
D. Supplementary Information	WR-6

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Section I. Instructions to Bidders

Table of Contents

A. General	IB-2
1. Scope of Bid	
2. Source of Funds	
3. Corrupt and Fraudulent Practices	
4. Eligible Bidders	
B. Contents of Bidding Documents	IB-6
5. Sections of Bidding Documents	
6. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	
7. Amendment of Bidding Documents	
C. Preparation of Bids	IB-9
8. Cost of Bidding	
9. Language of Bid	
10. Documents Comprising the Bid	
11. Letter of Bid and Other Documents	
12. Alternative Bids	
13. Bid Prices	
14. Currencies of Bid and Payment	
15. Documents Comprising the Technical Proposal	
16. Documents Establishing the Qualifications of the Bidder	
17. Period of Validity of Bids	
18. Bid Security	
19. Format and Signing of Bid	
D. Submission and Opening of Bids	IB-14
20. Sealing and Marking of Bids	
21. Deadline for Submission of Bids	
22. Late Bids	
23. Withdrawal, Substitution, and Modification of Bids	
24. Bid Opening	
E. Evaluation of Bids	IB-17
25. Confidentiality	
26. Clarification of Bids	
27. Deviations, Reservations, and Omissions	
28. Qualification of the Bidder	
29. Determination of Responsiveness	
30. Nonmaterial Nonconformities	
31. Client's Right to Accept Any Bid, and to Reject Any or All Bids	
32. Post Qualification	
F. Award of Contract	IB-20
33. Award Criteria	
34. Notice and Notification of Award	
35. Signing of Contract	
36. Performance Security	

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A. General

- 1. Scope of Bid**
- 1.1 Ministry of Education and Training, the Kingdom of Eswatini (hereinafter referred to as “the Client”), represented by Ministry of Economic Planning and Development, Microprojects Programme Coordination Unit, (hereinafter referred to as “the Procuring Agent”) issues these documents (hereinafter referred to as “the Bidding Documents”) for the procurement of works as specified in Section V, Works Requirements.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Government of the Kingdom of Eswatini has received a Japanese ODA Grant (hereinafter referred to as “the Grant”) from Japan International Cooperation Agency (hereafter referred to as “JICA”) on the basis of the Grant Agreement (hereinafter referred to as “G/A”) signed on the 7th day of August, 2024, between the Government of the Kingdom of Eswatini and JICA concerning the Project for the Improvement of Secondary Schools (hereinafter referred to as “the Project”). The Government of the Kingdom of Eswatini intends to apply the grant to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 2.2 Disbursement of the Grant by JICA will be subject, in all respects, to the terms and conditions of the G/A, including the disbursement procedures and the applicable Procurement Guidelines for the Japanese Grants. No party other than the Government of the Kingdom of Eswatini shall derive any rights from the G/A.
- 2.3 The above G/A will cover only a part of the Project cost. As for the remaining portion, the Government of the Kingdom of Eswatini will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practices**
- 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as the Government of the Kingdom of Eswatini, under contracts funded with the Grant and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
- (a) will reject the proposal for award if JICA determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; and

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- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with the Grant, if at any time, JICA determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese Grants or other Japanese ODA.

4. Eligible Bidders

- 4.1 A Bidder may be a firm of a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder, or each JV member in case the Bidder is a JV, shall have registered itself as a company under the laws of the Kingdom of Eswatini and shall have also registered under specific conditions in the “Construction Industry Council” (CIC) as follows:
- (a) A firm, or multiple firms if the Bidder is a JV, classified as “Building Contractor B1”, must own an electrical works contractor classified as:
- “Electrical Works Contractor E1” for Lot 1
 - or “Electrical Works Contractor E2” or above for Lots 2 and 3.
- (b) A JV whose combinations are classified as “Building Contractor B1” and:
- “Electrical Works Contractor E1” for Lot 1
 - or “Electrical Works Contractor E2” or the above for Lots 2 and 3.
- (c) If a JV is to be formed for the Project, it must be registered by CIC after the award.
- 4.3 A Bidder (the representative of the JV, in case of a JV) shall be a firm that has bought or obtained the Bidding Documents directly from the Procuring Agent.
- 4.4 A Bidder, or all JV members in case the Bidder is a JV, shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract, unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm that provides consulting services for the preparation or implementation of the Project shall be disqualified from providing products or non-consulting services resulting from or directly related to such consulting services. A firm who has any

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of the following capital, personal or contractual ties (including similar ones) with the above-mentioned firm shall also be disqualified.

- (i) a parent company of a subsidiary
 - (ii) subsidiary companies of the same parent company
 - (iii) a firm whose director, officer or executive officer serves as a director, officer or executive officer in the above-mentioned firm
 - (iv) a firm whose director serves as a trustee
 - (v) a sub-consultant, directly employed by the above-mentioned firm, who plays a major role in preparation and implementation of the Project
- (b) A firm that has a close business relationship with the officials of the Government of the Kingdom of Eswatini, who are directly or indirectly involved in any part of: (i) the preparation of this Bidding Documents, (ii) the Bid evaluation, or (iii) the supervision of this Contract, shall be disqualified.
- (c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and a firm who has capital or personal ties (including similar ones) set forth (i) to (iv) of Paragraph (a) above with that firm (hereinafter referred to as “Related Firm”) shall not be allowed to submit more than one Bid Bid, either individually as a Bidder or as a member of a JV. A firm (including the Related Firm) may participate in other Bids, only in the capacity of a subcontractor.
- (d) A firm may not involve any individual (whether as employee, contractor or otherwise) in the provision of products or non-consulting services for the Project, who is, has been or is intended to be assigned (whether by the consultant, a sub-consultant or any other party) to provide consulting services for the preparation or implementation of the project.
- (e) A firm or an individual having any other form of conflict of interest other than (a) through (d) above shall be disqualified or excluded.
- 4.5 A Bidder shall be nationals from any of the eligible source countries as indicated in the G/A, i.e. the Kingdom of Eswatini. The term “nationals” from eligible source countries in this ITB means the physical persons of said countries or juridical persons of said countries controlled by the physical persons of said countries.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Client, as the Client shall reasonably request.
- 4.7 Eswatini Youth Employment Opportunities Project: A Bidder shall employ at least 10 youth workers (between the ages of 18 – 35) per site, who, at the start of construction, are neither employed nor engaged in education or training (NEET).
- (a) A Bidder will be required to provide all 10 youth workers with on-the-job technical training and certification of the acquired skill. The certification of the acquired skill, Trade Testing, shall

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- be conducted by DVIT (Directorate of Industrial & Vocational Training).
- (b) At the start of the construction phase of the project, the Client will provide the tools and protective gear needed for training for the 10 youth workers. Bidders are required to provide the cost associated with the on-the-job technical training and certification of acquired skills on FORM FIN 3. The cost associated with this activity shall not be included in the bid price, but shall be covered separately by the Client for a negotiated amount based on the estimated cost in FORM FIN 3.
 - (c) The Client shall assist in identifying the 10 youth workers, and the contractor will be responsible for on-site practical work under his supervision

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B. Contents of Bidding Documents

5. Sections of Bidding Documents

- 5.1 The Bidding Documents consist of four (4) Sections as indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 7.
 - Section I. Instructions to Bidders (ITB)
 - Section II. Evaluation and Qualification Criteria
 - Section III. Bidding Forms
 - Section IV. Contract Forms
 - Section V. Works Requirements
- 5.2 The Invitation for Bids issued by the Procuring Agent is not part of the Bidding Documents.
- 5.3 Unless obtained directly from the Procuring Agent, the Procuring Agent is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting, or addenda to the Bidding Documents in accordance with ITB 7.
- 5.4 The drawings, specifications, and the Bill of Quantities included in Section 5 of the Bidding Documents will be provided to bidders as digital data stored on a USB flash drive. The contractor can use the drive to submit the bidding document, in accordance with ITB 20.3.
- 5.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

6. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agent in writing at the Procuring Agent's address specified hereunder. The Procuring Agent will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Procuring Agent shall forward copies of the response to all Bidders who have acquired the Bidding Documents directly from the Procuring Agent, including a description of the inquiry, but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Client shall amend the Bidding Documents following the procedure under ITB 7.

For clarification purposes only, the Procuring Agent's address is:

Attention: Masakazu Takagi (Consortium of Matsuda Consultants International Co., Ltd. and INTEM Consulting, Inc)

Address: 43-3 Yoyogi 3-chome, Shibuya-ku, Tokyo, JAPAN

E-mail address: takagi@matsucon.co.jp

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and

Attention: Bongani Bhembé (Microproject Programme Coordination Unit)

Address: 6th Floor, Microproject Programme Coordination Unit offices, Dlan'ubeka House, Corner of LaLufadlana & Mdada Streets, Mbabane

E-mail address: bonganibhembe@gmail.com

- 6.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.3 The Bidder and any of its personnel or agents will be granted permission by the Client to enter upon its premises and lands for the purpose of such visit, but only upon the expressed condition that the Bidder, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.4 The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer inquiries on any matter that may be raised at that stage.

A compulsory pre-bid meeting will take place on the following date, time, and place:

Lot: Pre-bid meeting for Lot 1, 2 and 3

Date: 9th June

Time: 9:00 am

Place: 1st Floor, Microproject Programme Coordination Unit offices, Dlan'ubeka House, Corner of LaLufadlana & Mdada Streets, Mbabane

- 6.5 A compulsory site inspection conducted by the Procuring Agency will be organized.

Lot: Site visit for Lot 1

Date: 10th June

Time: 10:00 am

Place: New Thulwane (26°28'53"S 31°37'13"E), thereafter drive to Maphungwane (26°32'33"S 32°00'50"E)

and

Lot: Site visit for Lot 2

Date: 11th June

Time: 10:00am

Place: Ngwenyameni (26°33'10"S 31°08'04"E)

and

Lot: Site visit for Lot 3

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Date: 11th June
 Time: 14:00am
 Place: Lavumisa (27°18'45"S 31°52'52"E)

- 6.6 Minutes of the pre-bid meeting, if applicable, including the text of the inquiries raised by Bidders, without identifying the source, and the response given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents directly from the Procuring Agency. Nonattendance at the pre-bid meeting will be a cause for disqualification of a Bidder.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding Documents by issuing addenda.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders who have acquired the Bidding Documents directly from the Procuring Agency.
- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Client may extend the deadline for the submission of Bids, pursuant to ITB 21.2.

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C. Preparation of Bids

- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid** 9.1 The Bid, as well as all correspondence and documents relating to the Bid, exchanged by the Bidder and the Client, shall be written in the **English** language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the **English** language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) Bill of Quantities;
 - (c) Bid Security in accordance with ITB 18;
 - (d) Acknowledgement of Compliance with Procurement Guidelines for Japanese Grants;
 - (e) written confirmation authorizing the signatory of the bid to commit the Bidder in accordance with ITB 19.2;
 - (f) documentary evidence in accordance with ITB 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) Technical Proposal in accordance with ITB 15;
 - (h) Original and valid registration certificate issued by CIC, B1;
 - (i) Original Government General Receipt as proof of purchase;
 - (j) Pre-bid meeting and site inspection (Declaration) Certificate, issued and signed by the Procuring Agent during site inspection;
 - (k) The Bidder's original valid Tax Compliance Certificate;
 - (l) Certified copy of a valid Trading License;
 - (m) Letter of Authority for the signatory to sign;

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- (n) SZL 100,000 (One Hundred Thousand Emalangeni) Bid Security in the form of a Bank Guaranteed Cheque issued to Microprojects Programme. The format of the Bid Security is provided in ITB 18.1 and Section III “F. Bid Security”;
- (o) Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour;
- (p) Police Clearance for all Company Directors;
- (q) Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies;
- (r) Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies;
- (s) The shareholders as listed in Form C should provide certified copies of their identity documents. If the company submitting the bid is owned, in wholly or in part, by another company, Form C(s) and copies of national IDs of members of the shareholding companies must also be submitted;
- (t) Audited Financial Statements for 5 years;
- (u) Declaration of Eligibility; and
- (v) any other document required in this “Instructions to Bidders”.

10.2 In addition to the requirements under ITB 10.1 above, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11. Letter of Bid and Other Documents

11.1 The Letter of Bid and all documents listed under ITB 10, shall be prepared using the relevant form furnished in Section III, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 19.2. All blank spaces of these forms shall be filled in with the information requested.

12. Alternative Bids

12.1 Alternative bids shall not be considered.

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- 13. Bid Prices**
- 13.1 The Bidder shall submit a Bid for the whole of the Works described in Section V, Works Requirements, by using in the form of the Letter of Bid, in Section III, Bidding Forms.
- 13.2 The Bidder shall also fill in rates and prices for all items of the Works described in the Bill of Quantities, in Section III, Bidding Forms. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items and prices in the Bill of Quantities. In the event of any discrepancy between the Letter of Bid and the Bill of Quantities, the Letter of Bid shall prevail.
- 13.3 The price to be quoted in the Letter of Bid shall be the total fixed price of the Bid.
- 13.4 The Value Added Tax on the Contract imposed in the Kingdom of Eswatini shall be exempted by the Government of the Kingdom of Eswatini in accordance with the provisions of the G/A. The price to be quoted in the Letter of Bid shall exclude the VAT on the Contract.
- 14. Currencies of Bid and Payment**
- 14.1 The currency of the Bid price shall be in Eswatini Lilangeni. However, the Contract price and the payment for the Contract shall be in US dollars. The conversion rate between Eswatini Lilangeni and US dollars will be determined using the exchange rate of the Central Bank of Eswatini at 12:00 pm on 11th July, 2025, which is the day prior to seven (7) days before the deadline for submission of the Bid. The conversion rate will be informed to all the Bidders as an addendum. This exchange rate will be the fixed rate and will be used for the payments through the Project.
- 15. Documents Comprising the Technical Proposal**
- 15.1 The Bidder shall furnish a Technical Proposal including a statement of site organization, work methods, mobilization and construction schedule, safety plan, equipment, personnel and any other information as stipulated in Section III, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirement and the completion time.
- 16. Documents Establishing the Qualifications of the Bidder**
- 16.1 To establish its qualifications to perform the Contract in accordance with Section II, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section III, Bidding Forms.
- 16.2 The minimum restricted price shall be 85% (eighty-five per cent) of the pre-determined price by the client estimate.
- 17. Period of Validity of Bids**
- 17.1 Bids shall remain valid for the period of ninety (90) days after the Bid submission deadline date prescribed by the Client.
- 17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Client may request Bidders to extend the period

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of validity of their Bids. The request and the responses shall be made in writing.

18. Bid Security

18.1 The Bidder shall furnish as part of its Bid a Bid Security. The amount and currency of the Bid Security shall be SZL 100,000 (One Hundred Thousand Emalangeni).

18.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee, issued by a bank; or
 - (b) an irrevocable letter of credit; or
- from a reputable source.

If the unconditional guarantee is issued by a financial institution located outside the Client's country, the issuing financial institution shall have a correspondent financial institution located in the Client's country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the form of Bid Security included in Section III, Bidding Forms, or in another substantially similar format approved by the Client. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid.

18.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Client as non-responsive.

18.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing of the Performance Security pursuant to ITB 35.

18.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

18.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 34; or
 - (ii) furnish a Performance Security in accordance with ITB 35.

18.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 10.2.

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19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one (1) original and two (2) copies of the documents comprising the Bid as described in ITB 10 and clearly mark them “ORIGINAL” and “Copy”, respectively. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by (i) the legal representative of the Bidder, or (ii) a person duly authorized to sign on behalf of the Bidder. In case of (ii), the Power of Attorney duly signed by the legal representative of the Bidder shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 19.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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D. Submission and Opening of Bids

- 20. Sealing and Marking of Bids**
- 20.1 The Bidder shall enclose the original and all copies of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”, respectively. These envelopes containing the original and the copies shall then be enclosed and sealed in one single envelope.
- 20.2 The inner and outer envelopes shall bear the Project name, the Bid Preference No., the name and address of the Bidder, and be addressed to the Client in accordance with ITB 21.1.
- 20.3 The bidder should submit digital data of all documents (PDF data and Excel data of Bills of Quantities) in a USB flash drive.
- 21. Deadline for Submission of Bids**
- 21.1 The Bids must be received by the Procuring Agent by hand at the time and place of Bid Opening in accordance with ITB 24.1
- For Bid submission purpose only, the Procuring Agent’s address is:
- Attention: Sibusiso T. Mbingo (Microproject Programme Coordination Unit)
- Address: 1st Floor, Microproject Programme Coordination Unit offices, Dlan’ubeka House, Corner of LaLufadlana & Mdada Streets, Mbabane
- The deadline for the Bid submission is:
- Date: 18th July, 2025
- Time: 10:00 am
- 21.2 The Procuring Agent may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 The Client shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Procuring Agent after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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- (a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Procuring Agent prior to the deadline prescribed for submission of Bids, in accordance with ITB 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.
- 23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

24. Bid Opening

- 24.1 A Bid Opening Committee shall publicly open and read out in accordance with ITB 24.4 all Bids received in accordance with ITB 21.1, in the presence of Bidders’ designated representatives and anyone who chooses to attend, at the date, time, and address below:

Time of Bid Opening: 10:10 am

Date of Bid Opening: 18th July, 2025

Place of Bid Opening: 1st Floor, Microproject Programme Coordination Unit offices, Dlan’ubeka House, Corner of LaLufadlana & Mdada Streets, Mbabane

The absence of the Bidders’ representatives at the Bid Opening shall not forfeit the effectiveness of their Bids.

- 24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Then, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid.
- 24.3 No Bid withdrawal, substitution or modification shall be permitted unless such notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at Bid opening.
- 24.4 All other envelopes shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the total Bid Prices;
 - (d) the presence of absence of a Bid Security; and
 - (e) any other details as the Procuring Agent may consider appropriate.

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- 24.5 The Procuring Agent shall prepare a record of the Bid Opening that shall include, as a minimum: the name of the Bidder; the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. A copy of the record shall be distributed to all Bidders.

IB - 16

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E. Evaluation of Bids

- 25. Confidentiality**
- 25.1 Information relating to the examination of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 33.
- 25.2 Any attempt by a Bidder to influence the Client in the evaluation of the Bids or Contract award decision may result in the rejection of its Bid.
- 25.3 The Bid Evaluation Committee is appointed by the Controlling Officer of the Ministry of Economic Development and Planning in accordance with the Public Procurement Act to conduct this Bid Evaluation.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Evaluation Committee may, at its discretion, ask any Bidders for a clarification of its Bid, giving a reasonable time for a response. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.
- 26.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Evaluation Committee's request for clarification, its Bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 28. Qualification of the Bidder**
- 28.1 The Evaluation Committee shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section II, Evaluation and Qualification Criteria, during the evaluation of Bids.
- 28.2 The determination shall be based upon two-stage examinations:
1. Examining the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.
 2. A post-qualification evaluation by the Evaluation Committee, pursuant to ITB 32.

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- 28.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.
- 29. Determination of Responsiveness**
- 29.1 The Evaluation Committee's determination of a Bid's responsiveness is to be based on the content of the Bid itself.
- 29.2 A substantially responsive bid is one that meets the requirements for the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Client's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Evaluation Committee shall examine the technical aspects of the Bid submitted in accordance with ITB 15, Technical Proposal, in particular, to confirm that all requirements of Section V, Works Requirements, have been met without any material deviation, reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Evaluation Committee.

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- 30. Nonmaterial Nonconformities**
- 30.1 Provided that a bid is substantially responsive, the Evaluation Committee may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.
- 30.2 Bids determined to be substantially responsive will be checked by the Evaluation Committee for any arithmetic errors. Errors will be corrected by the Evaluation Committee as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - (b) if a Bill of Quantities is used and there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case, the line-item total as quoted will govern, and the unit rate will be corrected.
 - (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the totals shall be corrected.
- 30.3 Provided that a Bid is substantially responsive, the Evaluation Committee may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31. Client's Right to Accept Any Bid, and to Reject Any or All Bids**
- 31.1 The Client reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.
- 32. Post Qualification**
- 32.1 A post-qualification will be conducted to determine whether a Bidder has the capacity and resources to effectively carry out the contract.
- 32.2 Where a Bidder is deemed unqualified, the bid shall be rejected, and a post-qualification will be conducted on the Bidder who submitted the next lowest evaluated responsive bid. This procedure will be repeated according to the ranking.
- 32.3 This post qualification shall be undertaken in accordance with the criteria in Section II.

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F. Award of Contract

33. Award Criteria

- 33.1 The Client shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 33.2 In the event the evaluated price of the lowest responsive bid exceeds the pre-determined estimate and/or the available budget, the Client can negotiate the price with the bidder.
- 33.3 Each lot will form a separate contract, and the quantities indicated for different lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will bids for part of the required quantities be taken into consideration.
- 33.4 The Client shall not award a Bidder more than one lot. In the event a Bidder submits the lowest evaluated responsive bid in more than one lot, the next ranked Bidder shall be considered for award of the other lot. The evaluation committee shall conduct a further financial evaluation to determine the lowest evaluated combination of bids that is favorable to the Client.

34. Notice and Notification of Award

- 34.1 The awarding of the contract shall be recommended to the best evaluated Bidder, as determined by the evaluation methodology and criteria specified in Clause 33.
- 34.2 The contract award decision will be made by the Client; however, the award decision does not constitute a contract.
- 34.3 Following the contract award decision, the Client shall prepare a notice indicating the name of the best evaluated Bidder, the value of the proposed contract, and any evaluation scores. The notice shall be sent by fax, email, or in person directly to all Bidders who submitted bids. Additionally, the notice will be published on the ESPPRA (The Eswatini Public Procurement Regulatory Agency) website. The web address is: www.esppra.co.sz
- 34.4 The Client shall allow a period of at least ten (10) working days to elapse from the date of dispatch and publication of the notice in accordance with subsection (34.3) before a contract is awarded.
- 34.5 The provisions of subsections (34.3) and (34.4) shall not apply in any other circumstances specified in the invitation document.
- 34.6 Prior to the expiration of the period of Bid validity, the Client shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall

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specify the sum that the Client will pay the Contractor in consideration of the execution and completion of the Works.

34.7 After a Contract has been determined to be eligible for financing under Japanese ODA Grants, the following information may be made public by JICA:

- (a) name of each Bidder who submitted a Bid;
- (b) Bid Prices as read out at Bid Opening;
- (c) name and address of the successful Bidder; and
- (d) award date and amount of the Contract.

34.8 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

35. Signing of Contract

35.1 Promptly upon notification, the Client shall send the successful Bidder the Contract Agreement.

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

36. Performance Security

36.1 Within twenty-eight (28) days after the receipt of the Letter of Acceptance from the Client, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, using Form included in Section IV, Contract Forms, or another form acceptable to the Client.

36.2 The Performance Security shall be a demand guarantee issued by a bank.

36.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the amendment of the award and forfeiture of the Bid Security. In that event, the Client may award the Contract to the second-ranked Bidder whose Bid is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

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Section II. Evaluation and Qualification Criteria

1. Evaluation of the Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract, consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, Works Requirements.

1.1. Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

Item No.	Position	Requirements				Evaluation criteria
		Minimum Required No.	Minimum relevant academic qualifications	Minimum years of relevant work experience in similar work	Submission Requirements	
1	Project Manager	1	Diploma in any field within the built environment. Proof of AESAP registration is required	15	Form PER - 1; & Form PER-2: Resume and Declaration; & Copies of qualifications	Truth or falsehood and contents
2	General Foreman	2	Grade 1 or Diploma in any field within the built environment. Proof of AESAP/CIC registration is required	15		
3	Site Agent	1	Diploma in any field within the built environment. Proof of AESAP registration is required	10		
4	Site Engineer	1	A Degree or Diploma in Civil Engineering. Proof of AESAP registration is required	(10 years - Diploma) (5 years - Degree)		
5	Quantity Surveyor	1	A Degree or Diploma in Quantity Surveying. Proof of AESAP registration is required	(10 years - Diploma) (5 years - Degree)		
6	SHEQ Officer	1	A Degree or Diploma in SHEQ or related field	(10 years - Diploma) (5 years - Degree)		
9	Electrical Engineer	1	A Degree or Diploma in Electrical Engineering. Proof of AESAP registration is required	(10 years - Diploma) (5 years - Degree)		
10	NEET Youth Workers	10	Between the ages of 18 and 35. Must not be in employment, education, or training (NEET)			

The Bidder shall provide details of the proposed personnel and their experience records in Form PER-1 and Form PER 2 in Section III, Bidding Forms.

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1.2. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required	Submission Requirements
1	Vibrating Padfoot Roller Of > 10 Tonnes Static Mass And > 300kN Centrifugal Force	1	Form EQU & Project specific rental agreement(s) and/or copies of proof of ownership documents
2	Pay loader	1	
3	Excavators	1	
4	Batching plant	1	
5	Mobile Crane	1	
6	Dump Truck 10 Ton	2	
7	Flat body truck	1	
8	Smooth Roller	1	
9	Mobile Tanker (fuel)	1	
10	Mobile Tanker (water)	1	
11	Bulldozer	1	
12	Grader	1	

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section III, Bidding Forms.

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2. Eligibility and Qualification

Factor	Compliance Requirement	Documentation	Evaluation criteria
2.1. Eligibility			
Registration	Registration as a construction company in accordance with ITB 4.1. and 4.2	Forms ELI-1 and 2, with attachments	Truth or falsehood and contents
Nationality	Nationality in accordance with ITB 4.5.	Forms ELI-1 and 2, with attachments	Truth or falsehood and contents
Declaration of Eligibility	Eligible to participate in public procurement in accordance with Procurement Act	Forms ELI-3, with attachments	Truth or falsehood and contents
Conflict of Interest	No conflicts of interest in ITB 4.3.	Letter of Bid	Truth or falsehood and contents
JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4.	Letter of Bid Form ACK	Truth or falsehood and contents
Bid Security	Submitted a SZL100,000.00 Bid Security in accordance with ITB 18;	Bid Security Form	Truth or falsehood and contents
Power of Attorney	Submission of a written confirmation authorizing the signatory of the bid to commit the Bidder in accordance with ITB 19.2;	From legal representative of Bidder	Truth or falsehood and contents
CIC Certificate	Original and valid registration certificate issued by CIC, B1 for Building Contractor and E1 or E2 for Electrical Contractor, in accordance with ITB 4.2	Issued by public organization	Truth or falsehood and contents
Proof of purchase of Bidding Document	Original Government General Receipt as proof of purchase; in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Proof of attending the pre-bid meeting and the site inspection	Declaration Certificate, issued and signed by the Procuring Agent during site inspection, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Compliance with Section 40 of Public Procurement Act, 2011.	The Bidder's original valid Tax Compliance Certificate, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Compliance with Section 40 of Public Procurement Act, 2011.	Certified copy of a valid Trading License, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Compliance with Section 40 of Public	Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour, in accordance	Issued by public organization	Truth or falsehood and contents

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Procurement Act, 2011.	with ITB 10.1		
Compliance with Section 40 of Public Procurement Act, 2011.	Police Clearance for all Company Directors, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Compliance with Section 40 of Public Procurement Act, 2011.	Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Compliance with Section 40 of Public Procurement Act, 2011.	Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Compliance with Section 40 of Public Procurement Act, 2011.	The shareholders as listed in Form C should provide certified copies of their identity documents. If the company submitting the bid is owned, in wholly or in part, by another company, Form C(s) and copies of national IDs of members of the shareholding companies must also be submitted, in accordance with ITB 10.1	Issued by public organization	Truth or falsehood and contents
Joint Venture Agreement or Letter of Intent	Submission of Joint Venture Agreement entered into by all members. Or a letter of intent to execute a Joint Venture Agreement, in accordance with ITB 10.2	Issued by JV member	Truth or falsehood and contents
2.2. Historical Contract Non-Performance			
History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of contractor's default for the last two (2) calendar years.	Form CON	Truth or falsehood and contents
Pending Litigation	All pending litigation shall in total not represent more than 50 % of the Bidder's net worth and shall be treated as resolved against the Bidder.	Form CON	Truth or falsehood and contents
Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱ⁾ for the last five (5) calendar years.	Form CON	Truth or falsehood and contents
<u>Notes for the Bidder</u>			

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<p>(i) <i>Non-performance, as decided by the Client, shall include all contracts</i></p> <p>(a) <i>where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and</i></p> <p>(b) <i>that were so challenged but fully settled against the contractor.</i></p> <p><i>Non-performance shall not include contracts where Client's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</i></p> <p>(ii) <i>The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder may result in failure of the Bid.</i></p>			
2.3. Financial Situation			
Financial Performance	<p>The audited financial statements for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Form FIN-1 with attachments	Truth or falsehood and contents
Best-Annual Construction Turnover	The best annual construction turnover of SZL 50,000,000 calculated as total certified payments received for contracts in progress and/or completed, within the last five (5) years;	Form FIN-2	Truth or falsehood and contents
		Form FIN-3	Truth or falsehood and contents
2.4. Financial Resources			
Financial Resources	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as SZL10,000,000 for the subject contract(s) net of the Bidders other commitments.	Form FIR-1	Truth or falsehood and contents
	The Bidders shall also demonstrate, to the satisfaction of the Client, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Form FIR-1 and FIR-2	Truth or falsehood and contents

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2.5. Experience			
General Construction Experience	<p>Experiences under construction contracts specified below, in the role of prime contractor (single entity or JV member), subcontractor, or management contractor for the last seven (7) calendar years.</p> <ul style="list-style-type: none"> For Lot 1: During this period, the Bidder must have executed at least three (3) contracts of a minimum value of SZL 100,000,000 For Lots 2 and 3: During this period, the Bidder must have executed at least three (3) contracts of a minimum value of SZL 50,000,000 	<p>Form EXP-1 & Reference Letters from the Employer clearly stating that the Projects mentioned were satisfactorily and substantially completed.</p>	Truth or falsehood and contents
Specific Construction Experience	<p>Experiences of similar⁽ⁱ⁾ contracts specified below, that have been satisfactorily and substantially⁽ⁱⁱ⁾ completed as a prime contractor (single entity or JV member⁽ⁱⁱⁱ⁾) for the last seven (7) calendar years.</p> <ul style="list-style-type: none"> For Lot 1: During this period, the Bidder must have executed at least three (3) greenfield buildings with a Reinforced Concrete rigid-frame structure, each with a minimum value of SZL 50,000,000, and/or a total floor area of the buildings should exceed 5,000 m². For Lots 2 and 3: During this period, the Bidder must have executed at least three (3) greenfield buildings with a Reinforced Concrete rigid-frame structure, each with a minimum value of SZL 25,000,000, and/or the total floor area of the buildings should exceed 1,500 m². 	<p>Form EXP-2 & Reference Letters from the Employer clearly stating that the Projects mentioned were satisfactorily and substantially completed.</p>	Truth or falsehood and contents
<p><i>Notes for the Bidder</i></p> <p>(i) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Works Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</p>			

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|--|--|
| <p>(ii) <i>Substantial completion shall be based on 80% or more of the works completed under the contract.</i></p> <p>(iii) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by value, shall be considered to meet this requirement.</p> | |
|--|--|

Wherever a Form in Section III, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

(a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.

(b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from publicly available source acceptable to the Client. Any error in determining the exchange rates may be corrected by the Client.

In case of the Bidder as a Joint Venture, each member of JV shall meet "Compliance Requirement" criteria of "2. Eligibility and Qualification", except "2.4. Financial Resources". The requirement of "2.4. Financial Resources" shall be met by all parties combined of the JV.

3. Post Qualification Evaluation Criteria

The following items will be evaluated during Post Qualification:

- a) Site Organization (free format)
 - (1) Simplicity for the credibility of the smooth execution
 - (2) Confirmation of linkage with PER-1
- b) Method Statement (free format)
 - (1) Plans, mentioned below shall be prepared and contain the information of ;
 - Earth Work
 - Concrete Work
 - Rebar Work
 - Truss Work
 - Masonry and Plastering Work
 - Roofing Work
- c) Mobilization Schedule (free format)
 - (1) Confirmation of credibility and properness of schedule
- d) Construction Schedule (free format)
 - (1) Confirmation of Construction term. (Less than 18 months after the signing of the Contract)
 - (2) Confirmation of credibility and properness of schedule
 - (3) A shorter schedule will be highly evaluated.
- e) Safety Plan (free format)
 - (1) Confirmation of credibility and the properness of the plan
- f) Form PER-1: Proposed Personnel
 - (1) Confirmation of credibility and properness of persons

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- (2) The Bidder shall assign at least the following personnel to the Project on a full-time basis.
- Project Manager
 - Foreman at each Site
 - Procurement Manager
 - Electrical Engineer
- g) Employment of 10 NEET youth workers
- (1) Confirmation of credibility
- h) Form EQU: Equipment
- (1) Confirmation of existing and conditions of equipment and properness of selection

EOC-8

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Section III. Bidding Forms

Table of Forms

A. Letter of Bid	BF-2
B. Bill of Quantities	BF-3
C. Technical Proposal	BF-4
▪ Site Organization (free format, Sample on CEP 1)	
▪ Safety Plan (free format, Sample on CEP 3)	
▪ List of Sub-contractors (free format, Sample on CEP 4)	
▪ Mobilization Schedule (free format)	
▪ Construction Schedule (free format, Sample on CEP 6)	
▪ Schedule for Material Procurement (free format, Sample on CEP 7)	
▪ List of the Test and Inspection (free format, Sample on CEP 8)	
▪ Method Statement (free format, Sample on CEP 9)	
▪ Form PER-1: Proposed Personnel	
▪ Form PER-2: Resume of Proposed Personnel	
▪ Form EQU: Equipment	
▪ Form CEP: Construction Execution Plan	
D. Bidder's Qualification	BF-8
▪ Form ELI: Bidder Information Form	
▪ Form ELI-2: Bidder's Party Information Form	
▪ Form ELI-3: Declaration of Eligibility Form	
▪ Form CON: Historical Contract Non-Performance	
▪ Form FIN-1: Financial Situation	
▪ Form FIN-2: Best Annual Construction Turnover	
▪ Form FIN-3: COST for Eswatini Youth Employment Opportunities Project	
▪ Form FIR-1: Financial Resources	
▪ Form FIR-2: Current Contract Commitments	
▪ Form EXP-1: General Construction Experience	
▪ Form EXP-2: Specific Construction Experience	
E. Form ACK: Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants	BF-20
F. Bid Security	BF-22

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A. Letter of Bid

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

To: *Ministry of Education and Training*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (d) The total price of our Bid is: *[insert the total Bid price in words and figures (in Eswatini Lilangeni) and in the case of contradiction between words and figures, words shall prevail]*;
- (e) Our Bid shall be valid for the period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with ITB 17, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*:

Name of the person duly authorized to sign the Bid on behalf of the Bidder **: *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name is shown above]*

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

[:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.]*

*[**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.]*

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B. Bill of Quantities

[B/Q may be attached as an appendix.]

BF-3

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C. Technical Proposal

Form PER-1: Proposed Personnel

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

Bidder's Name: *[insert full name]*

[The Client shall identify the title of position for the key personnel required for the Work]

1.	Title of position*:
	Name:
2.	Title of position*:
	Name:
3.	Title of position*:
	Name:
4.	Title of position*:
	Name:

**As listed in Section II, Evaluation and Qualification Criteria, Sub-factor 1.1.*

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Form PER-2: Resume of Proposed Personnel

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The Bidder shall provide the data on experience of the personnel indicated in Form PER-1, in the form below.]

Position:		
Personnel information	Name:	Date of Birth:
	Professional qualification:	
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 over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience

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Form EQU: Equipment

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section II, Evaluation and Qualification Criteria, Sub-factor 1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible.]

Item 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	

[Omit the following information for equipment owned by the Bidder]

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	E-mail	Fax
Agreements	Details of rental / lease / manufacture agreements specific to the project	

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Form CEP Construction Execution Plan

- (1) Site Organization with personnel CV
- (2) Temporary Facility Plan
- (3) Safety Measures and tools
- (4) Proposed sub-contractor
- (5) Equipment and Instrument List
- (6) Construction Schedule
- (7) Material Procurement Plan
- (8) Test and Inspection Plan
- (9) Construction execution method

[CEP may be attached as an appendix.]

BF-7

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D. Bidder's Qualification

[To establish its qualifications to perform the Contract in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.1, the Bidder shall provide the information requested in the corresponding Forms included hereunder.]

Form ELI-1: Bidder Information Form

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

[The Bidder shall provide the following information.]

Bidder's legal name:
In case of a JV, legal name of the representative member and of each member:
Bidder's actual or intended country of registration:
Bidder's year of incorporation:
Bidder's legal address in country of registration:
Bidder's authorized representative information: Name: Address: Telephone: E-mail address:
Attached are copies of original documents of <input type="checkbox"/> Article of Incorporation (or equivalent documents of constitution or association) <input type="checkbox"/> Documents of registration of the legal entity named above <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement

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Form ELI-2: Bidder's Party Information Form

Date: [insert day, month, year]

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

Bidder's legal name:
Bidder's Party legal name:
Bidder's Party country of registration:
Bidder's Party year of incorporation:
Bidder's Party legal address in country of registration:
Bidder's Party authorized representative information: Name: Address: Telephone: E-mail address:
Attached are copies of original documents of <input type="checkbox"/> Article of Incorporation (or equivalent documents of constitution or association) <input type="checkbox"/> Documents of registration of the legal entity named above

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Form ELI - 3

Bidder's Declaration of Eligibility

(to be completed for each member of Bidder's JV)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

In accordance with the requirements of the Public Procurement Act of 2011 and the Procurement Regulations issued in accordance with the terms of Section 65 of the Public Procurement Act of 2011 all Bidders must meet the following criteria, to be eligible to participate in public procurement

[Bidders must provide a signed declaration on their company letterhead in the following format. If the bid is being presented by a joint venture or consortium all members must sign each their declaration.]

To: Director
Microprojects Programme Coordination Unit
P.O. Box 2122
Mbabane

Re [>>>RFB No. and title>>>]

In accordance with the eligibility requirements of the bid documents we hereby declare that:

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) That we conform to the codes of conduct promulgated by the Eswatini Public Procurement Regulatory Agency under section 60 of the Public Procurement Act of 2011.

Signed:

Date:

Company stamp:

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Form CON: Historical Contract Non-Performance

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The following table shall be filled in for the Bidder and for each member of a JV.]

1. History of Non-Performing Contracts

<input type="checkbox"/> Contract non-performance did not occur for the last two (2) calendar years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2. <input type="checkbox"/> Contract(s) not performed for the last two (s) calendar years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2 is(are) indicated below:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (USD equivalent)
	<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: Reason(s) for non-performance:	

2. Pending Litigation

<input type="checkbox"/> No pending litigation in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2. <input type="checkbox"/> Pending litigation in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2 is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (USD equivalent)
			Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: Address of Employer: Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	

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3. Litigation History

<input type="checkbox"/> No court/arbitral award decisions against the Bidder for the last five (5) years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2. <input type="checkbox"/> Court/ arbitral award decisions against the Bidder for the last five (5) years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2, are indicated below:		
Year of award	Contract Identification	Total Contract Amount (USD equivalent)
	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: Address of Employer: Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	

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Form FIN-1: Financial Situation

Date: [insert day, month, year]

Bidder's Name: [insert full name]

[The following table shall be filled in for the Bidder and for each member of a JV.]

1. Financial data

Type of Financial information	Historic information for previous 5 years (amount in SZL)				
	Year A	Year B	Year C	Year D	Year E
Statement of Financial Position (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)					
Profits After Taxes (PAT)					

2. Financial documents

The Bidder shall provide copies of the financial statements for five (5) years pursuant Section II, Evaluation and Qualification Criteria, Sub-factor 2.3. The financial statements shall:

- reflect the financial situation of the Bidder or in case of JV, of each member, and not of an affiliated entity (such as parent company or group member).
- be independently audited or certified in accordance with local legislation.
- be complete, including all notes to the financial statements.
- correspond to accounting periods already completed and audited.

- ☐ Attached are copies of financial statements* for the last five (5) years required above; and complying with the requirements.

* If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

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Form FIN-2: Best Annual Construction Turnover

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The following table shall be filled in for the Bidder and for each member of a JV.]

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
Year A			
Year B			
Year C			
Year D			
Year E			
Best Annual Construction Turnover*			

* Total USD equivalent for all years divided by the total number of years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.3.

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Form FIN-3: COSTS for Eswatini Youth Employment Opportunities Project

Date: [insert day, month, year]

Bidder's Name: [insert full name]

[The Bidder shall provide the data on the additional cost for EYEOP. This cost shall NOT be included in the Bid price.]

Description	No per site	Basic Rate (SZL)	Total of All Allowances (SZL)
PAYMENT FOR TRAINING OF YOUTH WORKERS: Employ and provide on-the-job technical training and certification of the acquired skill of NEET Youth Workers	10		
Trade Testing at DVIT	10	500.00	
PROVISION OF SMALL TOOLS THAT WILL BE REQUIRED FOR THE TRAINING OF YOUTH WORKERS: Provide all youth workers with prescribed tools for their respective trades. These tools will become the property of the youth workers after the completion of the project.	10		
PROVISION OF EYEOP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS: Supply 2 x EYEOP branded overalls and 1 x EPWP branded hard hat to each youth worker	10		
Total for Eswatini Youth Employment Opportunities Project			

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Form FIR-1: Financial Resources

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The following table shall be filled in for the Bidder and for each member of a JV.]

[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(s) as specified in Section II, Evaluation and Qualification Criteria, Sub-factor 2.4.]

Financial Resources		
No.	Source of financing	Amount (SZL)
1		
2		
3		

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Form FIR-2: Current Contract Commitments

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The following table shall be filled in for the Bidder and for each member of a JV.]

[The Bidder and each member of a JV should provide information on its 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, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.4.]

Current Contract Commitments					
No.	Name of Contract	Employer's Address and Tel	Value of outstanding Work [SZL]	Estimated completion date	Average monthly invoicing over last 6 months [SZL/month]
1.					
2.					
3.					
4.					
5.					

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Form EXP-1: General Construction Experience

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The following table shall be filled in for the Bidder and for each member of a JV.]

[Identify contracts that demonstrate continuous construction work over the past ten (10) years pursuant to Section II, Evaluation and Qualification Criteria, Sub-Factor 2.5. List contracts chronologically, according to their commencement (starting) dates.]

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: Brief description of the Works performed by the Bidder: Amount of contract: (SZL) Name of Employer: Address:	<i>[insert "Prime Contractor (Single entity or JV member)" or "Subcontractor" or "Management Contractor"]</i>

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Form EXP-2: Specific Construction Experience

Date: *[insert day, month, year]*Bidder's Name: *[insert full name]*

[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV.]

[Fill out one (1) form per contract, in accordance with Section II, Evaluation and Qualification Criteria, Sub-Factor 2.5.]

Contract of Similar Size and Nature			
No. _of 5	Information		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date			
Completion Date			
Role in Contract	<input type="checkbox"/> Single entity <input type="checkbox"/> Prime Contractor of a JV		
Total Contract Amount	<i>[insert total contract amount and currency]</i>		<i>[in USD equivalent]</i>
In case of a JV, participation in total Contract amount	<i>[insert a percentage of participation]</i>	<i>[insert amount and currency of participation]</i>	<i>[in USD equivalent]</i>
Employer's Name:			
Address:			
Telephone number:			
E-mail:			
Description of the similarity			
1. Physical size of required works items			
2. Complexity	<i>[insert description of complexity]</i>		
3. Methods / Technology	<i>[insert specific aspects of the methods / technology involved in the contract]</i>		
4. Other Characteristics			

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E. Form ACK: Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants

- A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (JV)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for the Project for the Improvement of Secondary Schools in the Kingdom of Eswatini is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:
- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Procurement Guidelines for Japanese Grants (for Japanese consultant and local contractor) (Tentative Type II) (hereinafter referred to as the “Guidelines”); and
 - (ii) the Bidder has not, directly
 - (iii) or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

- B) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

- C) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including the amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA’s information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (i) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (ii) JICA South Africa office

Tel: +27 12 346 4493

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder’s responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- D) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is

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not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Client and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[insert name of signatory and title]

For and on behalf of *[insert name of the Bidder]*

Date: *[insert date]*

BF-21

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F. Bid Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and address of the Client]*

IFB No.: *[insert number of Invitation for Bids]*

Date: *[insert date of issue]*

BID GUARANTEE No.: *[insert guarantee reference number]*

Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called “the Applicant”) will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of *[insert description of Contract]*.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in words]* (*[insert amount in figures]*) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office as indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[Signature]

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Section IV. Contract Forms

A. Letter of Acceptance

[letterhead paper of the Employer]

[insert date]

To: *[insert name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number]* for the accepted Contract Price of the equivalent of *[insert amount in numbers and words]* US Dollar, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to sign, date and return to our Agency the Contract Agreement attached hereto, within twenty-eight (28) days of receipt of this Letter, in accordance with Clause 34. of the Instruction to Bidders included in the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

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B. Contract Agreement

THIS CONTRACT, made and entered into this *[insert date]* day of *[insert month]*, *[insert year]*, by and between Ministry of Education and Training, the Kingdom of Eswatini (hereinafter referred to as “the Client”), and *[insert name of the Contractor]* (hereinafter referred to as “the Contractor”)¹,

WITNESSETH:

WHEREAS, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) extends a grant to the Government of the Kingdom of Eswatini on the bases of the Grant Agreement (hereinafter referred to as “G/A”) signed on the 7th day of August, 2024, between the Government of the Kingdom of Eswatini and JICA concerning the Project for the Improvement of Secondary Schools (hereinafter referred to as “the Project”);

WHEREAS, the Client, as a competent authority for the Project, desires that the works for the Project should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these works for the Project and the remedying of any defects therein,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Client and the Contractor agree as follows:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents (hereinafter “Contract documents”) shall be deemed to form and be read and construed as part of this Contract. This Contract Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addenda Nos *[insert addenda numbers if any]*;
 - (d) the Conditions of Contract;
 - (e) the Specifications;
 - (f) the Drawings;
 - (g) the Bill of Quantities; and
 - (h) Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants.For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

¹ In case of ‘Joint Venture’; *[insert name of the Joint Venture/Consortium]* (hereinafter referred to as “the Contractor”), consisting of the following entities, namely, *[insert name of the leading member]* and *[insert name of members]*.

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3. In consideration of the payments to be made by the Client to the Contractor as specified in this Contract Agreement, the Contractor hereby covenants with the Client to execute the works for the Project and to remedy defects therein in conformity in all respects with the provisions of the Contract documents.
4. The Client hereby covenants to pay the Contractor the amount of *[insert amount in numbers and words]* US dollar (hereinafter "Contract Price") in consideration of the execution and completion of the works for the Project by the *[insert date]* day of *[insert month]*, *[insert year]* (hereinafter "Intended Completion Date") and the remedying of defects therein.
5. This Contract, and any major amendment or termination of this Contract, shall be verified by JICA as eligible for a grant on the bases of G/A.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of *the Kingdom of Eswatini* on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Client
in the presence of:

Signed by: _____
for and on behalf of the Contractor
in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

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C. Conditions of Contract

Table of Contents

G. General	CF-6
37. Definitions	
38. Interpretation	
39. Language	
40. Consultant's Decision	
41. Communications	
42. Subcontracting	
43. Personnel and Equipment	
44. Client's and Contractor's Risks	
45. Client's Risk	
46. Contractor's Risk	
47. Insurance	
48. Contractor to Construct the Works	
49. Approval by the Consultant	
50. Safety	
51. Discoveries	
52. Access to the Site	
53. Consultant's Duties and Authority	
54. Settlement of Disputes	
H. Time Control	CF-11
55. Program	
56. Extension of the Intended Completion Date	
57. Management Meetings	
58. Early Warning	
I. Quality Control.....	CF-12
59. Identifying Defects	
60. Correction of Defects	
61. Modification	
J. Cost Control	CF-13
62. Contract Price	
63. Tax Exemption	
64. Advance Payment	
65. Partial Payments	
66. Payment Procedure	
67. Compensation Events	
68. Liquidated Damages	
69. Securities	
70. Cost of Repairs	
K. Finishing the Contract	CF-16
71. Completion	

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- 72. Taking Over
- 73. Final Payment
- 74. Termination
- 75. Corrupt or Fraudulent Practices
- 76. Payment upon Termination
- 77. Property
- 78. Release from Performance

CF-5

CF-5

CF-5

CF-5

CF-5

CF-5

CF-5

CF-5

CF-5

CF-5

CF-5

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A. General

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them.
- (a) “Bill of Quantities” is the priced and completed Bill of Quantities forming part of the Bid.
 - (b) “Completion Date” is the date of completion of the Works as certified by the Consultant, in accordance with Clause 35.
 - (c) “Consultant” is a firm appointed by the Client and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
 - (d) “Contract” is the Contract Agreement between the Client and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Sub-Clause 2.2.
 - (e) “Contract Price” is the price payable to the Contractor as specified in the Contract Agreement.
 - (f) “day” means calendar day.
 - (g) “Defect Liability Period” is the period pursuant to Sub-Clause 24.1.
 - (h) “Force Majeure” is an exceptional event or circumstance specified in Sub-Clause 9.1.
 - (i) “Intended Completion Date” is the date, which is specified in the Contract Agreement 4, on which it is intended that the Contractor shall complete the Work.
 - (j) “Performance Certificate” is a certificate issued by the Consultant after the end of the Defect Liability Period, which certifies that all defects notified by the Consultant to the Contractor before the end of this period have been corrected.
 - (k) “Program” is a program showing the general methods, arrangements, order, and timing for all activities in the Works, in accordance with Clause 19.
 - (l) “Site” is the places where the permanent works are to be executed, including storage and working area, and is located at *[insert address of the Site]*.
 - (m) “Taking-Over Certificate” is the certificate issued by the Consultant upon deciding that the whole of the Works is completed for the purposes of taking-over, in accordance with Clause 35.
 - (n) “Works” means the permanent works and the temporary works (works designed, constructed, installed, and removed that are temporarily needed for construction or installation of the Works) to be executed by the Contractor under this Contract.

2. Interpretation

- 2.1 In interpreting this Conditions of Contract, words indicating one gender include all gender. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically

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defined. The Consultant shall provide instructions clarifying queries about this Conditions of Contract.

- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Contract Agreement,
 - (b) Letter of Acceptance,
 - (c) Letter of Bid,
 - (d) Addenda Nos *[insert addenda numbers if any]*,
 - (e) Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants.
- 2.3 The Contract constitutes the entire agreement between the Client and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of the Contract.
- 2.4 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3. Language

- 3.1 The language of the Contract shall be the **English** language.

4. Consultant's Decisions

- 4.1 Except where otherwise specifically stated, the Consultant shall decide contractual matters between the Client and the Contractor in the role representing the Client.

5. Communications

- 5.1 Communications between parties that are referred to in the Contract shall be effective only in writing.
- 5.2 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address hereunder. A notice shall be effective only when it is delivered.

[The Client]

Attention: Principal Secretary, Ministry of Education and Training

Address: P.O. Box 39, Mbabane, Eswatini
Ground Floor, Ministry of Education Building,
Hospital Hill Road, Mbabane, Eswatini

Telephone: +268 2404 9433]

E-mail Address: gwebunk68@gmail.com

[The Contractor]

Attention: *[insert full name of person, if applicable]*

Address: *[insert address, including country name]*

Telephone: *[insert telephone number, including country codes]*

E-mail Address: *[insert e-mail address]*

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- 6. Subcontracting** 6.1 The Contractor may subcontract with the approval of the Consultant, but may not assign the Contract without the approval of the Client in writing. Subcontracting shall not alter the Contractor's obligations.
- 7. Personnel and Equipment** 7.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Consultant. The Consultant shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 7.2 If the Consultant asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.
- 8. Client's and Contractor's Risks** 8.1 The Client carries the risks which are specified as Client's risks in the Contract, and the Contractor carries the risks which are specified as Contractor's risks in the Contract.
- 9. Client's Risk** 9.1 From the start of the Works until the end of the Defect Liability Period, the following are Client's risks:
- (a) The risks of loss of or damage to property (excluding the Works, plant, materials, and equipment), which are due to:
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Client or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, plant, materials, and equipment to the extent that it is due to a fault of the Client or in the Client's design, or due to Force Majeure, which includes, but not limited to, war, hostilities (whether war declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion of disorder or radioactive contamination, or force of nature which is unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions, directly affecting the country where the Works are to be executed.
- 9.2 From the Completion Date until the end of the Defect Liability Period, the risk of loss of or damage to the Works, plant, and materials is an Client's risk except loss or damage due to:
- (a) a defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Client's risk, or

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(c) the activities of the Contractor on the Site after the Completion Date.

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| 10. Contractor's Risk | 10.1 From the start of the Works until the end of the Defect Liability Period, the risk of personal injury, death, and loss of or damage to property (including, without limitation, the Works, plant, materials, and equipment) which are not Client's risks are Contractor's risks. |
| 11. Insurance | <p>11.1 The Contractor shall provide, in the joint names of the Client and the Contractor, insurance cover from the start of the Works to the end of the Defect Liability Period, for the following events which are due to the Contractor's risks, in the amounts and deductibles stated as follows:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, plant, and materials; <i>[insert amounts and currency]</i> (b) loss of damage to equipment; <i>[insert amounts and currency]</i> (c) loss of or damage to property (except the Works, plant, materials and equipment) in connection with the Contract: <i>[insert amounts and currency]</i>; and (d) personal injury or death: <i>[insert amounts and currency]</i>. <p>11.2 Policies and certificates for insurance shall be delivered by the Contractor to the Consultant for the Consultant's approval before the start of the Works. Alterations to the terms of an insurance shall not be made without the approval of the Consultant.</p> <p>11.3 Both parties shall comply with any conditions of the insurance policies.</p> |
| 12. Contractor to Construct the Works | <p>12.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.</p> <p>12.2 Unless otherwise agreed, the Contractor shall commence execution of the Works within fourteen (14) days after the signing of the Contract, and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Consultant, and complete them by the Intended Completion Date.</p> |
| 13. Approval by the Consultant | <p>13.1 The Contractor shall be responsible for design of the temporary works in accordance with the requirements specified in the Specifications.</p> <p>13.2 The Contractor, if requested, shall submit design documents of the temporary works to the Consultant for his approval. The Consultant's approval shall not alter the Contractor's responsibility for design of the temporary works.</p> <p>13.3 All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Consultant before their use.</p> |
| 14. Safety | <p>14.1 The Contractor shall:</p> <ul style="list-style-type: none"> (a) comply with all applicable safety regulations; |

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- (b) take care for the safety of all persons entitled to be on the Site;
- (c) use reasonable effort to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (d) provide necessary fencing, lighting, guarding and watching of the Works until completion and the taking-over; and
- (e) provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

- 15. Discoveries** 15.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Client. The Contractor shall notify the Consultant of such discoveries and carry out the Consultant's instructions for dealing with them.
- 16. Access to the Site** 16.1 The Client shall give possession of all parts of the Site to the Contractor within fourteen (14) days after the signing of the Contract.
- 16.2 The Contractor shall allow the Client and the Consultant and any person authorized by the Consultant access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 17. Consultant's Duties and Authority** 17.1 The Consultant shall have no authority to amend the Contract.
- 17.2 The Consultant may exercise the authority attributable to the Consultant as specified in or necessarily to be implied for the Contract.
- 17.3 Except as otherwise stated in these Conditions:
- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Consultant shall be deemed to act for the Client;
 - (b) the Consultant has no authority to relieve either party of any duties, obligations or responsibilities under the Contract;
 - (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Consultant (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
 - (d) any act by the Consultant in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.
- 17.4 The Consultant shall obtain the specific approval of the Client before agreeing or determining an extension of time and/or additional cost.
- 18. Settlement of Disputes** 18.1 The Client and the Contractor shall make every effort to resolve amicably by direct negotiation, with support from the Consultant,

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any disagreement or dispute arising between them under or in connection with the Contract.

- 18.2 If the parties hereto have failed to resolve their dispute or difference by such mutual negotiation, and if the parties so agree, disputes shall be referred to an adjudicator for decision. The adjudicator shall be appointed jointly by the Client and the Contractor.
- 18.3 Either party may refer the dispute in writing to the adjudicator for its decision, with copies to the other party. The cost of the adjudicator shall be divided equally between the Client and the Contractor.
- 18.4 If either party is dissatisfied with the adjudicator's decision, then either party may give a notice of dissatisfaction to the other party indicating its dissatisfaction and intention to commence arbitration.
- 18.5 Arbitration with proceedings shall be conducted in accordance with the laws of the Kingdom of Eswatini. The place of arbitration shall be Conciliation, Mediation and Arbitration Commission (CMAC); and the arbitration shall be conducted in the **English** language.

[It is strongly advised that Clause 18, which prescribes "Settlement of Disputes", shall be reviewed and revised based on the advices of the legal adviser, for the purpose to adjust it to the local environment properly.]

B. Time Control

19. Program

- 19.1 Within fourteen (14) days after the date of the signing of the Contract, the Contractor shall submit to the Consultant for approval a Program showing the general methods, arrangements, order, and timing for all activities in the Works.
- 19.2 An update of the Program shall be a program showing the actual progress achieved on each activities and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 19.3 The Contractor shall submit to the Consultant for approval an updated Program within fourteen (14) days of being instructed to by the Consultant.
- 19.4 The Consultant's approval of the Program shall not alter the Contractor's obligation. The Contractor may revise the Program and submit it to the Consultant again at any time.

20. Extension of the Intended Completion Date

- 20.1 The Consultant shall extend the Intended Completion Date if a Compensation Event prescribed in Sub-Clause 31.1, or another event which makes it impossible for the completion of the Works to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 20.2 The Consultant shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Consultant for a decision upon such event and submitting full supporting information.

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20.3 In case that the extended period is more than three (3) months or the period between the Intended Completion Date and the deadline of availability of the grants based on G/A become less than six (6) months, the extension of the Intended Completion Date shall be subject to prior concurrence by JICA.

21. Management Meetings

21.1 Either the Consultant or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters that may likely arise in future and adversely affect the execution of the Works.

22. Early Warning

22.1 The Contractor shall warn the Consultant at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, cause a request for increase of the Contract Price by the Contractor, or delay the execution of the Works.

22.2 The Contractor shall cooperate with the Consultant in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Consultant.

C. Quality Control

23. Identifying Defects

23.1 The Consultant shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Consultant may instruct the Contractor to search for a defect and to uncover and test any work that the Consultant considers may have a defect.

24. Correction of Defects

24.1 The Consultant shall give notice to the Contractor of any defects before the end of the Defect Liability Period, which extends over three-hundred sixty-five (365) days calculated from the Completion Date. If a defect is corrected under this Sub-Clause, the Defect Liability Period shall be extended to the extent that the Works cannot be used for the purposes for which they are intended. However, in no event shall the Defect Liability Period extend beyond twenty-four (24) months after the Completion Date.

24.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Consultant's notice.

24.3 If the Contractor has not corrected a defect within the time specified by the Consultant's notice, the Consultant shall assess the cost of having the defect corrected, and the Contractor shall pay this amount.

25. Modification

25.1 Any major modification of the Specifications and Drawings shall be subjected to the amendment of the Contract.

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25.2 Major modification of the Specifications and Drawings shall include the followings:

- (a) decline in quality and/or functions in accordance with the Specifications and Drawings;
- (b) increase in amount of the Contract Price; and
- (c) change of the Site.

D. Cost Control

- 26. Contract Price**
- 26.1 The Bill of Quantities shall contain the priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to monitor the progress of the Works on which basis the Contractor will be paid the partial payments prescribed in Clause 29.
- 26.2 The Contract Price, which is stated in the Contract Agreement, shall not be altered by the reason that the final quantity of the work done differs from the quantity in the Bill of Quantities.
- 26.3 Fluctuations in the cost of inputs shall not cause the adjustment of the Contract Price.
- 26.4 The Contract Price shall be altered only by the amendment of the Contract.

- 27. Tax Exemption**
- 27.1 The Value Added Tax for this Contract levied in the Kingdom of Eswatini shall be exempted in accordance with Schedule 4 “Obligations of the Recipient” in the G/A stipulated in the Contract Agreement.
- 27.2 Customs duties, internal taxes and other fiscal levies with respect to the works under this Contract, and which may be subject to exemption in accordance with the G/A, shall be arranged by the Contractor at the Contractor’s expense.

[It is strongly advised that Clause 27, which prescribes “Tax Exemption”, shall be reviewed and revised based on the advices of the tax accountant, for the purpose to adjust it to the local environment properly.]

- 28. Advance Payment**
- 28.1 The Client shall make advance payment to the Contractor of the amounts *[insert amount in numbers and words]* *[insert name of currency]*, which corresponds to twenty percent (20%) of the Contract Price, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Client in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid.
- 28.2 The request for the advance payment shall be accompanied by a photocopy of the bank guarantee in accordance with the Sub-Clause 28.1.
- 28.3 The advance payment shall be repaid by deducting proportionate amounts from each partial payment prescribed in Clause 29.

- 29. Partial Payments**
- 29.1 The Contractor shall submit to the Consultant monthly statements of the estimated value of the work executed. The Consultant shall

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- check the Contractor's monthly statement and certify the value of works to be achieved, and issue the certificate of achievement.
- 29.2 The Client shall make partial payments to the Contractor against this certificate of achievement.
- 29.3 The request for the partial payments shall be accompanied by the certificate of achievement issued by the Consultant in accordance with the Sub-Clause 29.1.
- 29.4 The Client shall retain from the monthly progress payments, on the progress point, which exceeds thirty-five (35) percent up to one hundred (100) percent, due to the Contractor, the proportion of five (5) percent.
- 29.5 Partial payments shall be adjusted by deductions for the advance payment from the payment on the progress point, which exceeds thirty-five (35) percent up to seventy-five (75) percent..

[In the Clause of the option, the amount of each partial payment shall be decided considering the deduction of repayment of the Advance Payment and the retention to be retained.]

30. Payment Procedure

- 30.1 All payments to the Contractor by the Client, shall be made upon a request for payment by the Contractor accompanied by the necessary certificates and/or documents.
- 30.2 Payments shall be made by the bank transfer form a bank in Japan designated by the Government of the Kingdom of Eswatini The commissions and expenses of bank transfer, other than covered by the Government of the Kingdom of Eswatini, shall be borne by the Contractor.

31. Compensation Events

- 31.1 The following event shall, but not limited to, be Compensation Event.
- (a) The Specifications and the Drawings contain any inaccuracies or deficiencies, which substantially effects on the Contractor, adversely.
 - (b) The Specifications and the Drawings contain any ambiguous or unclear expressions, which substantially effects on the Contractor, adversely.
 - (c) The actual natural or artificial conditions including, but not limited to, land configuration, nature of soil, ground water, and limiting factors for the execution of the Works at the Site are substantially more adverse than could reasonably have been assumed from the Specifications and the Drawings, from information available publicly and from a visual inspection of the Site.
 - (d) Unforeseeable special situations occur in the conditions that are not specified in the Specifications and the Drawings.
 - (e) The Consultant gives an instruction for dealing with an unforeseen condition, caused by the Client, or additional work required for safety or other reasons.
 - (f) Other contractors, public authorities, utilities, or the Client does not work within the dates and other constraints stated in the Contract, and they cause extra cost to the Contractor.

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- (g) Any of the Client's Risks effects on the Contractor, adversely.
- 31.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price may be increased and/or the Intended Completion Date shall be extended. The Consultant shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 31.3 As soon as information demonstrating the effect of each event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Consultant. If the Contractor's forecast is deemed unreasonable, the Consultant shall adjust the Contract Price based on the Consultant's own forecast. The Consultant shall assume that the Contractor shall react competently and promptly to the event.
- 31.4 Based on the assessment of the Consultant, both parties shall consider the amendment of the Contract in the consultation with JICA.
- 31.5 The Contractor shall not be entitled to compensation to the extent that the Client's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Consultant.

32. Liquidated Damages

- 32.1 In case that the Contractor could not complete the Work by the Intended Completion Date, the Contractor shall pay liquidated damages to the Client at the rate of zero point one percent (0.1%) for each day from the Intended Completion Date up to the Completion Date. The total amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price. The Client may deduct liquidated damages from payments due to the Contractor.

33. Securities

- 33.1 The Performance Security shall be provided to the Client within twenty eight (28) days after receiving the Letter of Acceptance. The Performance Security shall be issued by a bank or surety acceptable to the Client, in an amount of ten percent (10%) of the Contract Price, and denominated in the currency of which the Contract Price is payable. Performance Security shall be valid and enforceable until the Contractor has executed and completed the Works and remedied any defects.
- 33.2 The Consultant shall issue the Performance Certificate within twenty-eight (28) days from the last date of the Defect Liability Period, or as soon thereafter as the Contractor has corrected all defects notified by the Consultant to the Contractor before the end of the Defect Liability Period.
- 33.3 The Performance Security shall be returned to the Contractor against the Performance Certificate.

34. Cost of Repairs

- 34.1 Loss or damage to the Works or materials to be incorporated in the Works by the end of the Defects Liability Period shall be remedied by the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

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E. Finishing the Contract

- 35. Completion** 35.1 The Contractor shall request the Consultant to issue the Taking-Over Certificate for the Works, and the Consultant shall do so upon deciding that the whole of the Works is completed for the purposes of taking-over.
- 36. Taking Over** 36.1 The Client shall take over the Site and the Works within seven (7) days of the Consultant's issuing the Taking-Over Certificate.
- 37. Final Payment** 37.1 The Client shall make final payment to the Contractor of the amounts of Contract Price, except the amount of payments already paid to the Contractor and the retention below, against the Taking-Over Certificate issued by the Consultant.
- 37.2 The request for the final payment shall be accompanied by the Taking-Over Certificate issued by the Consultant.
- 37.3 The Client shall retain five (5) percent of the Contract Price until the end of the Defect Liability Period. *Or the Contractor may substitute this retention money with an "on demand" Bank guarantee*.
- 37.4 The retention above shall be paid to the Contractor against the Performance Certificate issued by the Consultant in accordance with Sub-Clause 33.2.
- 37.5 The request for the payment of the retention shall be accompanied by the Performance Certificate issued by the Consultant.
- 38. Termination** 38.1 The Client or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 38.2 Fundamental breaches of the Contract shall include, but not limited to, the following:
- (a) the Contractor stops work for more than twenty-eight (28) days when no stoppage of work is shown on the current Program, and the stoppage has not been authorized by the Consultant;
 - (b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Consultant gives notice that failure to correct a particular defect is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Consultant;
 - (d) the Contractor does not maintain a Security, which is required;
 - (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in Clause 32;
 - (f) if the Contractor, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to Clause 39; or
 - (g) if the Contractor continuously fails to comply with the instructions provided by the Consultant.

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- 38.3 When either party gives notice of a breach of the Contract to the Consultant for a cause other than those listed under Sub-Clause 38.2 above, the Consultant shall decide whether the breach is fundamental or not.
- 38.4 Notwithstanding the above, the Client may terminate the Contract for convenience.
- 38.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

39. Corrupt or Fraudulent Practices

- 39.1 If the Client determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.

40. Payment upon Termination

- 40.1 If the Contract is terminated because of a fundamental breach of the Contract by the Contractor, the Consultant shall issue a certificate for the value of the work done and materials ordered, less advance payments and partial payments received up to the date of the issue of the certificate, and less fifteen percent (15%) of the value of the work not completed. Additional liquidated damages shall not apply. If the total amount due to the Client exceeds any payment due to the Contractor, the difference shall be a debt payable to the Client.
- 40.2 If the Contract is terminated for the Client's convenience, because of a fundamental breach of the Contract by the Client or result of the Force Majeure prescribed in Sub-Clause 9.1, the Consultant shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's cost of protecting and securing the Works, and less advance payments and partial payments received up to the date of the certificate.

41. Property

- 41.1 After termination in accordance with Sub-Clause 40.1, the Client may complete the Works and/or arrange for any other entities to do so. The Client and these entities may then use any equipment, materials, plant, temporary works supplied by the Contractor under the Contract and documents of a technical nature made by or on behalf of the Contractor.
- 41.2 The Client shall then give notice that the Contractor's equipment and temporary works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Client, these items may be sold by the Client in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

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42. Release from Performance

- 42.1 If the Contract is frustrated by Force Majeure, the Consultant shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

CF-18

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APPENDIX (Conditions of Contract)

This Appendix forms part of the Contract.

Clause	Item	Description
A	General	
1.1 (c)	Consultant in charge	Matsuda Consultant International Co., Ltd
1.1 (i) 19.1	Intended Completion Date	18 months from the contract day i.e.
2.2	Document forming the Contract listed in the order of priority	(a) Contract Agreement, (b) Letter of Acceptance, (c) Letter of Bid, (d) Addenda Nos <i>[insert addenda numbers if any]</i> , (e) Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities, and (i) Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants.
3.1	Language	English
11	Insurance	Covered amount by insurance are as follows:-
11.1 (a)	Works, plant, and material	% of Contract Price
11.1 (b)	Contractor's equipment	% of Contract Price
11.1 (c)	Third party property	% of Contract Price
11.1 (d)1	Personal injury or death of third party	% of Contract Price
11.1 (d)2	Personal injury or death of workers	% of Contract Price
12.2	Commencement works	Within fourteen (14) days after the signing of contract
16.1	Access to the site	Within fourteen (14) days after the signing of contract
18.5	Arbitration - laws Place Language	The Kingdom of Eswaniti Conciliation, Mediation and Arbitration Commission (CMAC) English
B	Time Control	
19.1	Program (Intended Completion date)	18 months from the date of signing of Contract i.e.
19.2	Program submission	Within fourteen (14) days after the signing of contract

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19.3	Submission of update of the program	Within fourteen (14) days of being instructed by the Consultant.
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Clause	Item	Description
C.	Quality Control	
24.1	Defect Liability Period	(Insert actual date)
D.	Cost Control	
26	Contract Price	This contract shall be a lump sum.
27	Tax Exemption	Value Add Tax, Customs duties, internal tax and other fiscal levies
28.1	Advance Payment	(Insert actual amount of advance payment).
29.4	Retention	Five (5) percent of work achieved from each partial payment
30.2	Payment procedure	By bank transfer form a bank in Japan
	Contractor's bank account details	(Insert details for contract)
	Account Number	
	IBAN	
	Account holder's name	
	Account holder's address	
	Name of bank	
	Branch name of account folder	
	Address of the Branch of the account folder	
	SWIFT Code	
	Correspondent Bank (Name, Address, Swift code)	
33.1	Penalty of late completion	Zero-point one percent (0.1%) for each day up to a maximum of ten percent (10%) of the Contract Amount
E.	Finishing the Contract	
38.3	Retention money during Defect Liability Period	Five (5.0) % of Contact
38.4	Payment of Retention money or	Against the Performance Certificate issued by Consultant.

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D. Performance Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Ministry of Education and Training

Address: P.O. Box 39, Mbabane, Eswatini
Ground Floor, Ministry of Education Building, Hospital Hill Road,
Mbabane, Eswatini

Date: *[insert date of issue]*

PERFORMANCE GUARANTEE No.: *[insert guarantee reference number]*

Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Contractor]* (hereinafter called “the Applicant”) has entered into Contract dated *[insert date]* with the Beneficiary, for execution of *[insert name of the Contract and brief description of the Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, not later than the *[insert the day]* day of *[insert month]*, *[insert year]*, or the Defect Liability Period prescribed in the Contract, whichever earlier, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature]

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CP-21



E. Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Ministry of Education and Training

Address: P.O. Box 39, Mbabane, Eswatini
Ground Floor, Ministry of Education Building, Hospital Hill Road,
Mbabane, Eswatini

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert guarantee reference number]*

Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Contractor]* (hereinafter called “the Applicant”) has entered into Contract dated *[insert date]* with the Beneficiary, for execution of *[insert name of the Contract and brief description of the Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* (*[insert amount in words]*) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has used the advance payment for purposes other than the costs of mobilization in respect of the Works.

A demand under this guarantee may be presented as form the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Applicant of the amount of the advance payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

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Section V. Work Requirements

Table of Contents

A. Scope of Works
B. Specifications
C. Drawings
D. Supplementary Information.....

WR-1

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A. Scope of Works

The Works comprise the construction of new buildings and related works, as summarized in the table below:

Lot	Site	District	Facilities	Total Floor Area
1	New Thulwane	Lubombo	Each site contains almost the same components listed below: 2 Classrooms, 3 Classrooms, Science Lab, ICT Lab, Home Economics Lab, Administration Block, Feeding Kitchen (Lot 1 & 3: firewood, Lot 2: LPG), Toilet (Male/Female/Staff), Teacher/Staff Housing, and the ancillary facilities such as elevated water tank, pump house, and reservoir tank. The landscape works are included in the Works.	3368.66m ²
	Maphungwane	Lubombo		
2	Ngwenyameni	Manzini		1684.33m ²
3	Lavumisa	Shiselweni		1684.33m ²

See the Specifications and the Drawings for the Detail

This project consists of the building construction works, the furniture works, the equipment works, and the client works. Lots 1, 2, and 3 are the building construction works. The summarized demarcation is in the table below (✓: works included):

Works	the Contract	the Client	Another Contractor/ Supplier
Building construction indicated in the drawings and specifications	✓	-	-
Providing the fixed furniture such as laboratory tables, and fixtures indicated in the drawings and specifications	✓	-	-
Electrical, mechanical and plumbing works indicated in the drawings and specifications	✓	-	-
Landscape works indicated in the drawings and specifications	✓	-	-
Temporary Works for the above construction	✓		
Construction of Entrance gates.	-	✓	-
Construction of Boundary fences.	-	✓	-
Construction of a guardhouse.	-	✓	-
Construction of an access road up to the entrance gate	-	✓	-

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LPG cylinders	-	✓	-
Landscaping works other than those indicated in the drawings.	-	✓	-
Provision of water supply source (Submersible pump connection to reservoir tank)	-	✓	-
Construction of water reservoir tank.	✓	-	-
Supply and connection of electricity to the Main Distribution Board (KIOSK) and connection to the transformer.	✓	-	-
Electricity meter in the KIOSK.	-	✓	-
Setting electric transformer.	-	✓	-
Internet connection.	-	✓	
Procurement and installation of furniture.	-	-	✓ (Furniture)
Educational Equipment	-	-	✓ (Equipment)
LAN (Local Area Network) connection	Only conduit	-	✓ (Equipment)

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B. Specifications

Particular Specification

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General Specification

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WR-4

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C. Drawings

The Drawings are distributed as electronic data (PDF format for A1 size sheets)

WR-5

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D. Supplementary Information

Bill of Quantity

This document is distributed as electronic data (PDF format).

Since this contract is a **lump-sum contract**, this Bill of Quantities is for reference only. In the event of any discrepancies between the items shown in the drawings or specifications and the quantities in this Bill of Quantities, the drawings and specifications shall take precedence. The Contractor shall not hold the Client responsible for any discrepancies in estimates that arise from omissions or discrepancies in the quantities of items listed in this Bill of Quantities.

WR - 6

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