

# THE GOVERNMENT OF SWAZILAND



Ministry of Tinkhundla Administration and  
Development  
P.O. Box 2701  
MBABANE



Ministry of Economic Planning and Development  
Microprojects Programme  
P.O. Box 2122  
MBABANE

## TENDER DOCUMENT

FOR

THE PROPOSED ELECTRICAL INSTALLATION FOR VARIOUS

SCHOOLS IN THE VARIOUS REGIONS

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## TENDER DOCUMENT

TENDER NO: RDFMHLS/E/02-2025/ED-IG

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## BATCH 5

Lot1- Ngobolweni Multipurpose; Lot 2- Lomadvokola Primary ;  
Lot 3–Matsanjeni Multipurpose; Lot 4 –Ngwane Practising  
Primary; Lot 5 –Asitfutfuke Multipurpose;

NAME OF TENDERER: .....

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1.1 VOLUME I TENDER DOSSIER

Section	Description
1	Letter of Invitation
2	Tender Data
3	Instructions to Tenderers (IT)
4	Contract Agreement (CA)
5	General Conditions of Contract (not issued)
6	Standard Forms / Schedules
A	Form of Tender
B	Major Plant
C	Work Programme & Cash flow
D	Previous & Current Works
E	Power of Attorney
F	Addendum Receipt
G	Form of Performance Surety Bond
H	Technical Qualifications
8	Schedules of Supplementary Information
9	Appendix to Tender
10	Programme of Works

1.2

1.3 VOLUME 2 TECHNICAL SPECIFICATIONS (TS)

1.4 VOLUME 3 PREAMBLE AND BILL OF QUANTITIES

1.5 VOLUME 4 TENDER DRAWINGS

## **VOLUME I**

## SECTION 1: Letter of Invitation

Ministry of Economic Planning and Development  
Microprojects Programme  
PO Box 2122  
MBABANE  
H100  
Swaziland



Tel: 2404-0199 Fax: 2404-0516

10<sup>th</sup> June 2025

Dear Tenderer

### INVITATION TO TENDER FOR THE ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGIONS

Tenderers are invited from locally registered locally registered Contractors, under **Category E4 Only** for the Proposed Electrical Installation for various schools in the **Various** Regions. 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 Swazi citizens will be considered. The works comprise the construction of new multi-storey building and the construction of a security fence.

Bonafide tenders should comprise the following:

- ✓ Certified copy of a valid registration certificate issued by CIC Category E3 only,
- ✓ Original Government General Receipt for **E500.00** as proof of purchase,
- ✓ Site Inspection (Declaration) Certificate, issued and signed by the Employer during site inspection,
- ✓ The tenderer's **ORIGINAL** valid Tax Compliance Certificate (for Government Tender),
- ✓ Certified copy of a valid Trading Licence,
- ✓ Letter of Authority for signatory to sign,
- ✓ Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- ✓ The completed and signed Form of Tender 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 **or Share Certificate attached Certificate of Cooperation**. 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 identity documents. In the event the company submitting the Tender is owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.
  - ✓ Tenderers tendering as joint ventures must submit a properly drawn up and notarised 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, `

**Provided that a bid is technically responsive, the Employer may request that the bidder submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to the documentation requirements**

Compulsory site briefing at Dlanubeka Microproject parking lot, **Tuesday 24<sup>th</sup> June 2025 at 10:00am** then cotender document will be available from **Wednesday, 18<sup>th</sup> June 2025 12:00am** at Employer's office.

**Microprojects Programme**

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

**Mbabane**

- Date and place of tender submission: **Tuesday, 15<sup>th</sup> July 2025** at the:
- Time for submission: **10:00 am** Eswatini time
- Opening: **10:10 am** Eswatini time

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

The Director

Microprojects Programme

First Floor Dlan'ubeka Building

P.O. Box 2122

MBABANE

Enquiries and/or clarification must be in writing and addressed **Bongani Dlamini at Tell: 2404 0199, Fax: 2404 0516, email bonganiele1401@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 Tenderer.

Yours sincerely,

.....

**Mr. Sibusiso Mbingo**

Director

**Section 2: Tender Data**



## **Tendering data:**

### **Acronyms and Definitions**

Contractor	Legal person or Company registered in Construction Industry Council who is carrying out the works
Emalangen	Currency of the state of the Employer; ISO code is SZL
Employer	Principal Secretary, Ministry of Economic Planning and Development
Employer's Agent	Director, Microprojects Programme Coordinating Unit (MPP)
Employer's Agent Representative	The Team Leader
Foreign currency	Any currency which is not the South African Rand or the Eswatini Lilangeni
JBCC	"Joint Building Contracts Committee"
GoS	Government of Eswatini
IT	Instructions to Tenderers
PC	The Particular Conditions
State of the Employer	The Kingdom of Eswatini
TD	The Tender Dossier of which this Information for Tenderers forms part
Tenderer	Contractor who submits a tender
TS	The Technical Specifications which form Volume 3 of the TD

**1. Contract identification**

- a) Type of Contract: Electrical Installation
- b) Subject or Project name: **ELETRICAL INSTALLATION**
- c) Project Identification:
- d) Source of financing: **ECONOMIC PLANNING**

**2. Eligibility and origin**

- a) Eligibility and origin: locally registered contractors with previous experience and capacity in executing similar works and that hold a valid registration certificate issued by the CIC and of which at least 60% of the controlling shares are owned by Swazi citizens.

**3. Location and deadline**

- a) Project locality: **HHOHHO REGION**
- c) Time limit for execution or project duration: **6 Months excluding 14 days' mobilisation**
- d) Tender validity period: 90 days

**4. Project authorities**

- a) Employer: Principal Secretary, Ministry of Economic Planning and Development, Fourth Floor, Finance Building, P.O. Box 602, MBABANE, H100  
E-mail: [ps@eplanning.gov.sz](mailto:ps@eplanning.gov.sz)
- b) Employer's Agent: Director, Microprojects Programme, First Floor Dlan'ubeka Building, P.O. Box 2122, MBABANE  
Tel: (+268) 2404 0199; Fax: (+268) 2404 0516  
E-mail: [micropro@realnet.co.sz](mailto:micropro@realnet.co.sz)

**5. Tender documents**

- a) Type of Tender: Open
- b) Terms on which Tender documents may be obtained: Local Registered Contractors by payment of **E500.00 (Five Hundred Emalangeni)** non-refundable amount at the Government Revenue Office and should use code **231/1201/21132** when making payment.

**6. Language, receipt and opening of the Tenders**

- a) Language: English
- b) Date and time for receipt of Tenders: **15<sup>th</sup> July 2025 at 10:00 am** (Eswatini) time
- c) Address for the receipt: Microprojects Programme, First Floor Dlan'ubeka Building, P.O. Box 2122, MBABANE Swaziland.
- d) Date and time for opening of Tenders: **15<sup>th</sup> July 2025 at 10:10 am** (Eswatini) time
- e) Address for the opening: Microprojects Programme, First Floor Dlan'ubeka Building, MBABANE Eswatini.

**7. Deposits and guarantees**

- a) Performance Security: 5% of the Contract Price
- b) Other: see Tender documents

**8. Briefing Meeting:** The Contractor must examine the drawings and visit the site and make himself thoroughly acquainted with the nature and requirements of the works, and the conditions under which the works are to be done and must satisfy himself by his own personal examination, of the nature of the soil to be excavated, means of access to the works and generally of all matters which may influence the Contract. No claim for extras arising from having failed to do this will be entertained.

**8. Disputes Resolution**

- a) Amicable Settlement
- b) Adjudication if (a) fails

### **Section 3: Instructions to Tender**

## Instructions to Tenderers

### Table of Contents

Instructions to Tenderers .....	6
A General .....	8
1 Definitions .....	8
2 Scope .....	9
3 Eligibility .....	9
4 Cost of Tendering .....	10
5 Site Visit .....	10
6 Lots .....	10
7 Contract Period .....	10
B Tender documents .....	11
8 Contents of Tender Document .....	11
9 Additional Information during the Procedure .....	12
C Preparation of Tenders .....	12
10 Language .....	12
11 Contents of the Tender .....	12
12 Tender Prices .....	13
13 Currency of Tenders .....	14
14 Period during which tenders are binding (Tender Validity).....	14
15 Tender Security .....	14
16 Variants .....	15
17 Proposed work programme and method statement .....	16
18 Pre-Tender Visit .....	16
19 Signing of Tenders .....	17
20 Format of Tender .....	17
D Submission of Tenders .....	18
21 Sealing of Tenders .....	18
22 Deadline for submission of Tenders .....	19
23 Late Tenders .....	19
24 Modifications and Withdrawal of Tenders .....	19
25 One tender per Tenderer .....	20
E Tender opening and Evaluation .....	21
26 Tender opening .....	21
27 Process to be Confidential .....	21
28 Clarification of Tenders and Contacting the Employer .....	21
29 Correction of Errors .....	22
30 Evaluation and Comparison of Tenders .....	22

31	Conditions of Contract .....	30
F	Award of the Contract .....	31
32	Notification of Award .....	31
33	Contract Agreement.....	31
34	Payments .....	31
35	Performance Security .....	32
36	Dispute Resolution Method .....	32
37	Corrupt or Fraudulent Practices .....	32
38	Financial Standing .....	33
39	Checking Designs and Bills of Quantities .....	33
40	As-Built Drawings .....	33

## Instructions to Tenderers

### A General

#### 2 Definitions

In these Instructions to Tenderers, words and expressions shall have the meanings assigned to them in the various parts of the Tender Documents and, in addition, the following words and expressions shall have the meanings assigned to them hereunder:-

- (a) “Addendum” and “Addendum to Tender” mean any document so entitled and pertaining to the Tender as may be issued by the Employer to prospective tenderers at any time prior to the closing of tenders.
- (b) “Alternative Tender” means a Tender submitted in addition to a Conforming Tender, in which a Tenderer offers an alternative to that of a Conforming Tender in respect of any part of the technical requirements of the Tender Documents, or the time for the completion of the Works, or in respect of any other requirements of the Tender Documents.
- (c) “Authorised” means by or with the prior written instruction, consent or approval of the Employer or the Engineer and “unauthorized” means the converse.
- (d) “Closing of Tenders” means the time and date before which Tenders must be received by the Employer and after which no further Tenders will be accepted by the Employer.
- (e) “Conforming Tender” means a Tender that is strictly in accordance with the Tender Documents in all respects, without variation, addition, omission or qualification whatsoever.
- (f) “Tenderer” means any person, firm or juristic party that submits a Tender to the Employer in response to the invitation issued or published by the Employer inviting the submission of tenders. In this document, the term ‘Tenderer’ is substitutable with the term ‘Bidder’.
- (g) “Tender Period” means the period between the issue by the Employer, of an invitation to submit tenders for the project or the issue of the Tender Documents, whichever is the earlier, and the Closing of Tenders.
- (h) “Qualification” means any unauthorized addition, alteration, deletion or other amendment made by the Tenderer to the contents of the Tender Documents, which will or does result in any change or variation in the rights, obligations or liabilities of the parties in the tender process and/or in the subsequent contract, should the Tender be accepted.

## 2.1 Interpretation

- 2.1.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- 2.1.2 These conditions of tender, the tender data and tender schedules are required for tender evaluation purposes, and shall form part of any contract arising from the invitation to 33tender.

## 3 Scope

- 3.1 The Government of Eswatini has appointed the Ministry of Economic Planning and Development, Microprojects Programme (MPP) as the implementing agency for the the **Electrical Installation for Various Schools in the Various Region** and for the purposes of this contract is the Employer.
- 3.2 The Employer, as defined in the Tender Data, wishes to receive Tenders for the Electrical Installation of Works, as described in Volume 2, hereinafter referred to as “the Works”.
- 3.3 The successful Tenderer will be expected to complete the Works within the period stated in the Tender Data from the Date of Commencement of the Works.
- 3.4 Throughout these tender documents, the terms “bid” and “tender” and their derivatives (“bidder/ tenderer”, “bid/tendered”, “bidding/tendering”, etc.) are synonymous; day means calendar day; singular also means plural.

## 4 Eligibility

- 4.1 Eligibility is to local Electrical Installation Contractors registered with the Construction Industry Council (CIC), holds a valid certificate issued by the Council according **E4 Category Only**.
- 4.2 Tenders will only be accepted from a company which is registered in Eswatini and of which at least 60% of the controlling shares are owned by Swazi citizens.
- 4.3 Tenders shall not be awarded to a foreign firm unless in partnership or jointly with a Swazi company or firm wherein the Swazi company holds 30% minimum shares.
- 4.4 A Tenderer shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or have been associated in the



- past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the Works, and any of its affiliates shall not be eligible to bid.
- 4.5 A Tenderer that is under a declaration of ineligibility in accordance with Section 55 of the Public Procurement Act of 2011, at the date of contract award, shall be disqualified.
- 4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **5 Cost of Tendering**

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

## **6 Site Visit**

- 6.1 The Tenderer 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 tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 6.2 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer 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.

## **7 Lots**

- 7.1 The works have been divided into **Various lots**. The nature and size of the lot is described in the Bill of Quantities and Technical Specifications.

## **8 Contract Period**

- 8.1 The Time for Completion is indicated in the Contract Data.

**B Tender documents****9 Contents of Tender Document**

- 9.1 The documents comprising the Tender Dossier are contained in 5 Volumes as stated below, and should be read in conjunction with any addendum/addenda issued in accordance with Art. 9 of this Instruction to Tenderers:

**VOLUME I TENDER DOSSIER**

Section	Description
1	Letter of Invitation
2	Tender Data
3	Instructions to Tenderers (IT)
4	Form of Tender
5	General Conditions of Contract (not issued)
6	Particular Conditions (PC)
7	Standard Forms
7.1	Declaration of Eligibility
7.2	Protection of The Environment
7.3	Form of Tender Security
7.4	Form of Performance Guarantee
7.5	Form of Performance Security Surety Bond
7.6	Form of Retention Money Guarantee
7.7	Disclosure Statement
7.8	Power of Attorney
7.9	Certificate of Tenderer's Visit to Site
8	Schedules of Supplementary Information
9	Contract Data
10	Programme of Works

**VOLUME 2 PREAMBLE AND BILL OF QUANTITIES****VOLUME 3 TECHNICAL SPECIFICATIONS (TS)****VOLUME 4 TENDER DRAWINGS**

## 10 Additional Information during the Procedure

- 10.1 The Employer will normally respond only to those queries or requests for clarifications, which have been received FIVE (5) or more working days prior to the final date set for submission of Tenders. Any query, request for clarification and other correspondence shall be sent by e-mail, to the Employer at the addresses and contact numbers indicated in points 4(a) and (b) of the Tender Data. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.
- 10.2 Each addendum will, when issued, carry a tender number for reference purposes and contain a receipt slip which should be signed by Prospective Tenderers and returned to the Employer. Acknowledgement by e-mail is equally acceptable
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Art. Sub-Clause 22.2 below.
- 10.4 Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

## C Preparation of Tenders

### 10 Language

- 10.1 The Tender, the Contract documents and all correspondence and documents relating to them, shall be in the English language.

### 11 Contents of the Tender

- 11.1 The Tender documents to be prepared and submitted by the Tenderer shall comprise:
- Original Government General Receipt for E500.00 as proof of purchase,
  - Certified copy of a valid registration certificate issued by CIC for Electrical works, Category **E4 only**,
  - The tenderer's **ORIGINAL** valid Tax Compliance Certificate (for Government Tender)
  - Certified copy of a valid Trading Licence,
  - Letter of Authority for signatory to sign,
  - Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
  - The completed and signed Form of Tender and appendix thereto,

- Police Clearance for all Company Directors
- An **ORIGINAL** signed Declaration of Attendance of the site visit, issued and signed by the Employer during site inspection (or pre-tender meeting),
- 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 **or Share Certificate attached Certificate of Cooperation**. 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 identity documents. In the event the company submitting the Tender is owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.
- Tenderers tendering as joint ventures must submit a properly drawn up and notarised 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,

## 12 Tender Prices

- 12.1 The Contract shall be for the whole Works, as described in Volume 2 of the TD, based on the priced Bill of Quantities submitted by the Bidder.
- 12.2 Tenderers must include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 7 days before the closing time stated in the tender data.
- 12.3 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 12.4 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 12.5 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- 12.6 The Tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest

versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **13 Currency of Tenders**

- 13.1 Tender prices shall be expressed in the currency of Eswatini (Lilangeni) and shall take into account the provisions of this Tender Document.
- 13.2 Any Tender which is not expressed in the currency of Eswatini shall be rejected.
- 13.3 Evaluation will be made in Emalangeni.
- 13.4 The Eswatini Lilangeni and the South African Rand are both valid currencies in the state of the Employer; the Rand is not regarded as a foreign currency.

### **14 Period during which tenders are binding (Tender Validity)**

- 14.1 Tenderers shall remain bound by their Tenders for a period of not less than **150** days from the date set for the opening of the Tenders. Any Tender valid for a shorter period shall be rejected by the Employer.

### **15 Tender Security**

- 15.1 Tenderers shall provide a guarantee for the amount stipulated in Sub-Clause 11 of the IT as an earnest of their Tenders.
- 15.2 The Tender Security shall:
  - a) at the Tenderer's option, be in the form of either a bank certified letter, letter of credit, or a bank guarantee from a banking institution;
  - b) be issued by a reputable institution selected by the Tenderer and approved by the Employer;
  - c) be in accordance with one of the forms of Tender security included in Section 4 or other format approved by the Employer prior to Tender submission;
  - d) be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub-Clause 15.7 and 35.4 of the IT are invoked;
  - e) be submitted in its original form; copies will not be accepted;
  - f) remain valid for a period of 45 days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under Sub-Clause 22 of the IT.
  - g) The Beneficiary shall be the Employer, Microprojects Programme Coordination Unit
- 15.3 The Tender security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

- 15.4 Any Tender not accompanied by an acceptable Tender security shall be rejected by the Employer as non-responsive.
- 15.5 The Tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 60 days after the expiration of the original period, or any subsequently extended period, of Tender validity.
- 15.6 The Tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 15.7 The Tender Security may be forfeited:
- a) If the Tenderer withdraws its Tender, except as provided in Sub-Clause 24.1 of the IT; or
  - b) If the Tenderer has engaged in any fraudulent activity as described in Clause 35; or
  - c) If the Tenderer does not accept the correction of its Tender Price, pursuant to Sub-Clause 29 of the IT; or
  - d) In the case of a successful Tenderer, if he fails within the specified time limit to:
    - i. sign the Agreement, or
    - ii. furnish the required Performance Security.
- 15.8 The Tender Security of a JV must be in the name of the JV that submits the bid.

## **16 Variants**

- 16.1 The Tenderer shall submit a Tender, which conforms to all the terms, conditions, specifications and other requirements of the Tender document.
- 16.2 Tenderers may, as an additional separate offer, submit one or more variant solutions. For such variant solutions, all necessary load cases shall be taken into consideration. Variant solutions shall be clearly marked as such, and should offer one or more of the following advantages:
- reduce the cost of the Works;
  - reduce the time required to perform the Contract;
  - contain any other admissible suggestions that could be of interest to the Employer.
- 16.3 However, variant solutions may never reduce the safety of the Works.
- 16.4 It should be noted that only variants of the lowest compliant Tender will be opened, in order to be administratively, technically and financially, evaluated. An acceptable variant solution will be considered as being equivalent administratively, as far as any financial Tender comparison is concerned.
- 16.5 When a Tenderer submits a "variant solution" Tender, which comprises variations to the

- design, the Tenderer shall provide a written undertaking that he is responsible for the design of the variant solution as well as an undertaking for the satisfactory construction and execution of the Works by way of the variant solution. The Tenderer shall also provide proof that the variant design has been checked and approved by a competent and qualified consultancy firm, subject to the approval of the Employer.
- 16.6 The variant solution must include a comprehensive and precise description of the parts of the tender documents which have been altered. The alternative tender should include full details of contractual conditions, specifications, drawings, calculations, environmental impacts and costs for the parts of the Works that have been altered in order to allow a fair technical and financial evaluation of the alternative proposal.
- 16.7 A variant solution shall be checked and assessed by the Employer before being approved. The Employer has the right to consider or to reject the variant solution(s). Variant solutions depending on unsubstantiated hypotheses will be rejected.
- 16.8 The Tenderer shall bear the cost of checks made by the Employer.

## **17 Proposed work programme and method statement**

- 17.1 The programme of works for the performance of the Contract based on the following assumptions, (which are given solely for the purpose of comparative evaluation and do not relieve the Contractor in any way from responsibility for providing flexibility within his programme and methodology to cope with deviations from these assumptions):
- i. Contract award: allow two (2) months after the final date for submission of Tenders,
  - ii. Light rains: May - September,
  - iii. Heavy rains: October - April.
- 17.2 This work programme shall also include the proposed methodology for carrying out the Works, and a bar-chart, subdivided into the principal construction activities, showing their duration and inter-relation, as well as rates of productivity and estimated quantities to be completed based on the proposed programme, plant and equipment.
- 17.3 Failure to submit a work programme and a method statement shall result in disqualification of the tender by the Employer.
- 17.4 It will form the basis but be updated to form the Programme referred in the General Conditions of Contract.

## **18 Pre-Tender Visit**

- 18.1 Each Tenderer is required to visit and inspect the project site and surroundings, and attach with his Tender a signed Declaration of Attendance of the site visit, to certify that he has

- done so. Tenders received from Tenderers who fail to visit the site will be declared non-responsive.
- 18.2 Each Tenderer may be required to attend a pre-tender meeting at the Client's office or near the project site on the date stated in the Tender Data. Tenderers may visit the site before the pre-Tender meeting. The Employer will issue Minutes of the Pre-Tender meeting and a Declaration of Attendance of the site visit, which must be included in the Tender. Failure to include both the Declaration and the Minutes of the Pre-Tender meeting will render the Tender non-responsive. The site visit and the pre-Tender meeting are both compulsory.

## **19 Signing of Tenders**

- 19.1 All statements, forms, declarations and other documents to be prepared by the Tenderer shall be signed by a duly authorised and empowered person as required in the TD. The signature on the Tender, or any one of the documents included in the Tender, by persons for whom proof of authorisation to sign on behalf of the Tenderer or (where applicable) each party forming the Tenderer, has not been provided, shall result in the rejection of the Tender.
- 19.2 With regard to the authorisation required under Article 18.1 above, the Tenderer shall provide a document proving that the person who signs the Tender is his duly authorised agent and empowered to do so. For Tenderers tendering as a joint venture or grouping, separate documents for each party of the joint venture should be provided as well as for the agent representing the joint venture.
- 19.3 The Tender and its annexes shall be drawn up in a single original envelop bearing the word "ORIGINAL"
- 19.4 In the case of Tenderers tendering as a joint venture or grouping, the documents to be prepared by each party of the joint venture shall be signed by a duly authorised person representing the corresponding party of the joint venture. Documents concerning the Tender shall be signed by a duly authorised representative of the joint venture.

## **20 Format of Tender**

- 20.1 The Tenderers shall prepare one original of the documents comprising the Tender as described in Art. 8 of the IT.
- 20.2 The Tenderers shall prepare one original of the documents comprising the Tender as described in Art. 8 of the IT clearly marked "original". In addition, the Tenderer shall submit copies of the Tender, in the number specified in Art 19.3 of the IT and clearly marked "copies". In the event of any discrepancy between them, the original shall prevail.
- 20.3 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or



- persons duly authorized to sign on behalf of the Tenderer, pursuant to Art 19.1 of the IT, as the case may be. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.
- 20.4 The Tender shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Tender.
- 20.5 Data presented by Tenderers in the form of computer print-outs where appropriate, are acceptable, but must be approved by the Employer before tender opening.

## **D Submission of Tenders**

### **21 Sealing of Tenders**

- 21.1 The Tenderer shall seal the original of the Tender in an envelope, duly marking the envelopes. The envelopes shall then be sealed in an outer envelope.
- 21.2 The inner and outer envelopes shall:
- be addressed to the Employer at the address provided in the Tender data;
  - bear the name and identification number of the Contract as defined in the Information for Tenderers; and
  - provide a warning not to open before the time and date for Tender opening, as specified in the Information for Tenderers.
- 21.3 In addition to the identification required in Sub-Clause 21.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to Clause 23, and for matching purposes under Clause 19.
- 21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. If the outer envelope discloses the Tenderer’s identity, the Employer will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
- 21.5 In cases of differences of opinion or dispute, only the original shall be considered authentic.
- 21.6 The outer package (or packages) referred to above shall be sealed, bear the name and address of the Employer as given in the IT and be clearly marked:

**“[ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN VARIOUS REGIONS]”**

and with a warning

**“NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION”**

The inner envelopes shall indicate the name and address of the Tenderer.

In the case where the Tenderer additionally submits a variant solution(s) the documents (original) shall be labelled:

**"TENDER PRICE - VARIANT SOLUTION No. .... " "**

and

**"TECHNICAL PROPOSAL - VARIANT SOLUTION No. .... " "**

in an envelope marked

**"TENDER DOCUMENTS, VARIANT SOLUTION No....."**

**"ORIGINAL".**

## **22 Deadline for submission of Tenders**

- 22.1 The date, time (local time) and the address where Tenders must be received by the Employer is specified in the Tender Data.
- 22.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IT Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

## **23 Late Tenders**

- 23.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed in Clause 22 will be returned unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer.

## **24 Modifications and Withdrawal of Tenders**

- 24.1 The Tenderer may modify or withdraw its Tender after Tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Tenders.
- 24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 22, with the envelope additionally marked "modifications" or "withdrawal", as appropriate.
- 24.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.
- 24.4 Except as provided in this clause, withdrawal of a Tender during the interval between the deadline for submission of Tenders and expiration of the period of Tender validity specified in Clause 15 may result in the forfeiture of the Tender security pursuant to Sub-Clause

16.7.

**25 One tender per Tenderer**

- 25.1 Each Tenderer shall submit only one tender, either individually or as a partner in a joint venture. A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Tenderer's participation to be disqualified.

## **E Tender opening and Evaluation**

### **26 Tender opening**

- 26.1 The Employer will open the Tenders, including withdrawals and modifications made pursuant to Clause 24, in the presence of Tenderers' designated representatives who choose to attend, at the time, date, and location stipulated in the Tender Data. Each Tenderer's representative who is present shall sign a register evidencing their attendance.
- 26.2 Envelopes marked "Withdrawal" shall be opened first, and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.
- 26.3 The Tenderers' names, the Tender Price, any discounts, tender modifications and withdrawals, the presence (or absence) and amount of tender security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at tender opening except for late tenders pursuant to Clause 23.
- 26.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 26.3.
- 26.5 Tenders not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

### **27 Process to be Confidential**

- 27.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract, shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.
- 27.2 Any effort by a tenderer to influence the Employer's process of tender evaluation or award may result in the rejection of the Tenderer's tender.

### **28 Clarification of Tenders and Contacting the Employer**

- 28.1 To assist in the examination, evaluation and comparison of tenders, the Employer may, at its discretion, ask any tenderer for clarification of its tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing by letter or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by

- the Employer in the evaluation of the Tenders in accordance with Clause 29.
- 28.2 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tender, it should do so in writing.
- 28.3 Any effort by the Tenderer to influence the Employer in the Employer's tender evaluation, tender comparison, or Contract award decisions may result in the rejection of the Tenderer's Tender.

## **29 Correction of Errors**

- 29.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- 29.1.1 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 29.1.2 Where 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 in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the item total as quoted will govern and the unit rate will be corrected.
- 29.1.3 Where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- 29.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of the errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, its Tender will be rejected.

## **30 Evaluation and Comparison of Tenders**

The Tender evaluation will be done by the Employer. There are Five stages of evaluation of this tender. The procedure for the evaluation of responsive tenders is detailed below:

### **30.1 Stage 1: Compliance with tender requirements**

Check compliance of the bidders in completing the tender document. The determination of substantial responsiveness will be based on submission of the documents outline in accordance with Sub-Clause 11 of the IT and returnable schedules regarding the legal status of the Tenderer. **Failure to submit ALL the documents required in accordance with Sub-Clause 11 of the IT will result to disqualification of tender.**

30.1.1 In Stage 2 of the evaluation, the Employer will evaluate and compare only the Tenders determined to be substantially responsive. A substantially responsive tender is one which conforms to all the terms, conditions, and specifications of the Tender Documents, without material deviation or reservation. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) affect in any way the scope, quality, and/or performance of the Works;
- b) be inconsistent with the Tender Document, limiting in any way the Employer's rights or the Tenderer's obligations under the Contract
- c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.

30.1.2 If a tender is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 30.2 **Stage 2: Technical Capacity**

**30.2.1** Checking the Tenderer's capacity to carry out the works as described in the tender document, Tenderers shall include the following information and documents with their tender:

- i. The list of Plant and Equipment listed below must be supported with project specific lease agreement(s) and/or copies of proof of ownership documents. The Tenderer shall submit proposals for the timely acquisition (own, lease, hire, etc.) of this essential plant and equipment. Additional plant and equipment, not listed in the table below, but are required for the execution of the works shall be included in the rates, prices, and total Tender price submitted by the Tenderer.

Name of Plant and Equipment	Minimum No. that is Required
Chery picker	1
Mini Truck	1
Single Cab Bakkie	1
Grinder	2
Step Ladders	1
Electrical Tool box	2
Heavy duty Power Drills	1
6.5 kW Generator	1
Measuring Wheel	1
Electrical Tester	1

Hand Labelling tool	1
<b>Others</b>	<b>Bidder to specify</b>

- ii. Additional plant and equipment, not listed in the table above, but required for the execution of the contract shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
- iii. The Tenderer shall make rational proposals for site staffing, should the Contract be awarded to him. These proposals will be deemed to be made in good faith and to bind the Tenderer to provide the key staff of the caliber and number shown below:

<b>Designation</b>	<b>Minimum Required No.</b>	<b>Minimum Qualification</b>	<b>Minimum Years of Experience</b>
Director	1	Certificate in any field within the built environment	7
Site Agent	1	Diploma in Electrical Engineering/ Project management	5
Site Technician	1	Diploma in ` Electrical Engineering/ Grade 1 Trade Certificate	5
Electricians	2	Grade 2 Test Certificate	5
<b>Others</b>	<b>Bidder to specify</b>		

- iv. The Bidder must submit with this Tender, certified copies of qualifications and CVs of the personnel outlined in the table above. Additional key site management and technical personnel, not listed in the table above, but required for the execution of the contract shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
- v. Total monetary value of construction works performed in Eswatini for each of the last five years. To qualify for award of the Contract, the bidder must have experience as prime contractor in the construction of at least **3 (three)** projects of works of at least an equivalent monetary value to the Works over a period of **5 (five)** years.

- vi. Experience in works of a similar nature and size for each of the last **5 (five)** years in Eswatini, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts. To qualify for award of the Contract, the bidder must have experience as prime contractor in the construction of at least **3 (three)** projects of works of a nature and complexity equivalent to the Works over a period of **5 (five)** years. The previous, relevant work satisfactorily carried out by the Tenderer must be supported with copies of Construction Completion Certificates.
  - vii. Reports on the financial standing of the Tenderer, such as profit and loss statements and Audited Financial statements for the **past three financial years**;
  - viii. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources). To qualify for award of the Contract, the bidder must have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than **E100,000.00 (One Hundred Thousand Emalangeni)**.
  - ix. Authority to seek references from the Tenderer's bankers;
  - x. A detailed description of the proposed work method and schedule, including drawings and charts, as necessary;
  - xi. Information regarding any litigation, current or during the last five years, in which the Tenderer was/is involved, the parties concerned, and the disputed amounts; and awards;
- 30.2.2 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TD:
- i. the tender shall include all the information listed in IT Sub-Clause 30.1 and Sub-Clause 30.2.1 above for each joint venture partner;
  - ii. the tender shall be signed so as to be legally binding on all partners;
  - iii. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;



- iv. one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- v. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- vi. a copy of the signed and notarized Joint Venture Agreement entered into by the partners shall be submitted with the tender.

30.2.3 The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's Financial Capacity; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of the required minimum qualifying criteria for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in a zero (0) score on financial capacity of the joint venture's Bid.

30.2.4 Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the TD.

30.2.5 The information required above will be used to evaluate tenders based on the weighted criteria shown below:

<b>Technical Capacity</b>	<b>100 points</b>
Plant and Equipment	25 points
Human Resource	20 points
Previous Relevant Experience	25 points
Financial Capacity	15 points
Works Programme & Method Statement	15 points

30.2.6 The minimum qualifying score on technical capacity is 70 points. Tenderers scoring below 70 points will be deemed not to have adequate technical capacity to complete the work and their tenders will be set aside.

### 30.3 **Stage 3: Post Qualification**

30.3.1 Where appropriate, a post-qualification may be undertaken to authenticate whether the technically responsive Tenderers have the capability and resources to effectively carry

out the contract. Tenderers will be informed at least 48 hours prior to the date of the Post qualification evaluation.

30.3.2 During post-qualification, the Evaluation Committee shall:

- i. Verify the information submitted by the Tenderer(s) who obtain a Technical Capacity Score above 70 points. The post-qualification criteria will focus on:
  - a) physical condition and functionality of plant and equipment required for the execution of the contract. This evaluation will be limited only to plant and equipment found in Eswatini;
  - b) confirmation of qualification and experience of key site management and technical personnel proposed for the Contract;
  - c) evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments,
  - d) physical inspection of projects of a nature and complexity equivalent to the Works executed in the past years as prime contractor (to comply with this requirement, works cited should be at least 70 percent complete);
  - e) The site management team will be required to make a presentation of the programme and Method statement. The evaluation committee will then assess if the tender has clear understanding of the financing, quality and time requirements of the project.
  - f) evaluation of Tenderer's physical premises and any other verification exercise that might be deemed necessary by the evaluation committee but with clear justification.
- ii. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of IT Sub-Clauses 30.3; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of IT Sub-Clauses 30.3.2 (c) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid.

30.3.3 The following formula will be used to calculate the points for post-qualification in respect of Tenderers which obtained the minimum qualifying score on technical capacity. The

maximum possible number of tender evaluation points for the post qualification evaluation is 100 points.

$$S_{post} = S_0 \times S_B / S_M$$

Where:

**S<sub>0</sub>** is the percentage score given to the post qualification evaluation and equals 100

**S<sub>B</sub>** is the score of post-qualification evaluation allocated to the submission under consideration,

**S<sub>M</sub>** is the maximum possible score for post-qualification in respect of a submission

30.3.4 The two scores (technical capacity and post-qualification) will be averaged and the Combined Technical Capacity of the tenders determined as the final evaluation score.

30.3.5 The minimum qualifying score for the Combined Technical Capacity is 70 points. Tenderers scoring below 70 points on the Combined Technical Capacity will be deemed not to have adequate technical capacity to complete the work and their bids will be set aside.

**30.3.6** Where a post-qualification was not undertaken, the technical capacity score calculated in Clause 30.2 shall be determined as the final evaluation score and used in the next evaluation stage.

#### 30.4 **Stage 4: Evaluation of Tender Price:**

The fourth stage checks the tender price offer as presented in the offer form of the tender document after checking for any arithmetic errors. In evaluating the Tenders, the Employer will determine from each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- a) making any correction for errors pursuant to Clause 29;
- b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary of Bill of Quantities, where priced competitively;
- c) converting the amount resulting from applying (a) and (b) above and (f) below, if relevant, to a single currency in accordance with Clause 13;
- d) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations;

- e) making an allowance for varying times for completion offered by Tenderers; and
  - f) applying any discounts offered by the Tenderer for the award of more than one contract, if tendering for this Contract is being done concurrently with other Contracts.
- 30.4.1 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Tendering documents shall not be taken into account in Tender evaluation.
- 30.4.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, or other method proposed by the Tenderer, applied over the period of execution of the Contract, will be taken into account in Tender evaluation.
- 30.5 **Stage 5: Award Criteria**
- 30.5.1 Subject to Clause 30.5.2, the Employer shall award the Contract to the Tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price, provided that such Tenderer has been determined to be (a) compliant with the tender requirements in accordance with the provisions of Clause 30.1, and (b) have adequate technical capacity to complete the work in accordance with the provisions of Clause 30.2 and 30.3.
- 30.5.2 Notwithstanding Clause 30.5.1, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.
- 30.5.3 Tenders shall be compared by ranking them according to their evaluated price and determining the tender with the lowest evaluated price, which shall be the best evaluated tender.
- 30.5.4 The Employer reserves the right not to award the tender to a Tenderer with an ongoing contract or contracts and/or recently awarded a tender or tenders by the Employer, without thereby incurring any liability to the affected Tenderer or Tenderers. In such an occurrence, the next ranked Tenderer shall be considered for award of the tender.
- 30.5.5 Where the tender document includes more than one lot and permits tenderers to offer discounts, which are conditional on the award of one or more lots, the evaluation

committee shall conduct a further financial evaluation, to determine the lowest evaluated combination of tenders.

- 30.5.6 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 30.5.7 Where a tender is uneconomically priced without justification, the evaluation committee may recommend the rejection of the tender. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in Clause 35 be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.
- 30.5.8 In the event the evaluated price of the lowest responsive tender does not fall within 10% deviation from the Engineer's estimate and/or the available budget, the Employer will take a decision on the evaluation of the Tenderers.

### **31 Conditions of Contract**

- 31.1 The Conditions of Contract will be based on the widely-recognised publication entitled "**The Joint Building Contracts Committee Edition 6.2, (MAY 2018)**"

**F Award of the Contract****32 Notification of Award**

- 32.1 The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in Clause 30.
- 32.2 The contract award decision shall be taken by the Employer, but the award decision does not constitute a contract.
- 32.3 Following the contract award decision, the Employer shall prepare a notice indicating the name of the best evaluated Tenderer, the value of the proposed contract and any evaluation scores. The notice shall be sent by fax or email or in person directly to all Tenderers who submitted tenders.
- 32.4 The Employer shall allow a period of at least ten (10) working days to elapse from the date of despatch and publication of the notice in accordance with subsection (32.3) before a contract is awarded.
- 32.5 The provisions of subsections (32.3) and (32.4) shall not apply in any other circumstances specified in the invitation document.

**33 Contract Agreement**

- 33.1 At the same time that the Employer notifies the successful Tenderer that its Tender has been accepted, the Employer will send the Tenderer the Contract Agreement in the form provided in the Tender Documents, incorporating all agreements between the parties.
- 33.2 The successful Tenderer shall sign the Agreement, within the timelines provided in the Contract Data, and return it to the Employer, together with the required Contract Works Insurances.

**34 Payments**

- 34.1 Payments will be made within 90 days after approval of the payment certificate by the Employer's Agent. Payments shall be made according the stages of completed works. Ten (10) percent retention shall be withheld in each payment up to a maximum of twenty (20) percent of contract price if the contractor fails to provide a Performance Guarantee. Fifty (50) percent of this retention money shall be released at Practical Completion and the balance at the end of the defect's liability period. However, the 10% (where applicable) held against the failure to provide the Performance Guarantee, shall all be release upon the issuance of a Completion Certificate.
- 34.2 The Employer may issue an advance payment to the Contractor. The Contractor shall provide a guarantee equal in value to the aggregate amount of all such advance payments.

**35 Performance Security**

- 35.1 After the contract is awarded by the employer, the successful Tenderer shall, within the timelines stipulated in the contract data, shall furnish the Employer with a Construction Guarantee in the form included in the tender document.
- 35.2 If the Construction Guarantee is to be provided by the successful Tenderer in the form of a bank guarantee, it shall be issued either:
- a) at the Tenderer's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or
  - b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 The Construction Guarantee may also be provided by the successful Tenderer in form of a bond, in which case it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer.
- 35.4 Failure of the successful Tenderer to comply with the requirements of Clause 33 and/or 35 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Tender Security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked Tenderer.

**36 Dispute Resolution Method**

- 36.1 Disputes will be resolved through Amicable Settlement or Adjudication (Adhoc), if Amicable settlement fails.

**37 Corrupt or Fraudulent Practices**

- 37.1 The Employer requires that Tenderers/Suppliers/Contractors under Eswatini Government-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
- “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
  - will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract financed by any of the Employer mentioned in the Tender Document if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in the execution of, any other contract financed by said Employer.
- 37.2 Tenderers shall be aware of the provision stated in Sub-Clause 15.1 concerning forfeiture of the Tender Security.

### **38 Financial Standing**

- 38.1 The Tenderer shall include in his Tender submission recent audited financial statements for past three year.
- 38.2 The Employer reserves the right, after consultation with the Tenderer, to approach the Tenderer's bankers or auditor in order to verify any such reports.

### **39 Checking Designs and Bills of Quantities**

- 39.1 While every effort has been made to have correct designs, drawings and bills of quantities, it is incumbent upon the winning contractor to check these soon after award of contract and satisfy themselves so that orders for material can be placed as soon as possible. It is expected that these verifications are done within two weeks of contract award and this time is within the time for completion of the contract
- 39.2 All drawings issued for construction, including revised drawings must at least bear the signature of the Employer's Agent. The Contractor must ensure that he only executes drawings with this signature, otherwise any error or deviation emanating from a drawing without this signature shall be considered the negligence of the Contractor and therefore liability shall be apportioned to the Contractor.

### **40 As-Built Drawings**

- 40.1 The Contractor shall produce as-built drawings and update his drawings during construction. The complete set of as-built drawings shall be submitted to the Employer before issuing a Final certificate. A sum is to be provided for in the bill of quantities.
- 40.2 All drawings shall be submitted to the Employer as both soft (DWG format) and 3 x AO hard copies.



## **Section 4:      Form of Offer and Acceptance**

## FORM OF OFFER AND ACCEPTANCE

### FORM FOR SUBMISSION OF TENDER

**TENDER No. .... – TENDER FOR THE ELECTRICAL INSTALLATION IN THE PROPOSED CONSTRUCTION OF HAMMER MILL AT NGOBELWENI IN THE SHISELWENI REGION (LOT -1.)**

To: The Director

Dear Sir,

Having examined the Drawings, Conditions of Contract, Specification and Schedule of Quantities for the Construction of the above-named Works, I/We offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedule of Quantities, for the sum of

(Amount in Words) E \_\_\_\_\_

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We agree to their being corrected, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in Appendix hereto.

If my/our tender is accepted, I/We will, when required and within the time stipulated, provide a (five per cent of the above named sum), performance bond from a bank of Swaziland (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding 5% (five per cent of the above named sum), for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/We propose is

\_\_\_\_\_ Bank \_\_\_\_\_

Of \_\_\_\_\_ Swaziland \_\_\_\_\_

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We are,  
Yours faithfully,

Capacity \_\_\_\_\_

Signature \_\_\_\_\_

on behalf of \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**FORM FOR SUBMISSION OF TENDER****TENDER No. .... – TENDER FOR THE ELECTRICAL INSTALLATION IN THE PROPOSED CONSTRUCTION FOUR CLASSROOM BLOCK AT LOMADVOKOLA PRIMARY SCHOOL IN THE MANZINI REGION (LOT -2.)**

To: The Director

Dear Sir,

Having examined the Drawings, Conditions of Contract, Specification and Schedule of Quantities for the Construction of the above-named Works, I/We offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedule of Quantities, for the sum of

---

(Amount in Words) E \_\_\_\_\_

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We agree to their being corrected, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in Appendix hereto.

If my/our tender is accepted, I/We will, when required and within the time stipulated, provide a (five per cent of the above named sum), performance bond from a bank of Swaziland (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding 5% (five per cent of the above named sum), for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/We propose is

\_\_\_\_\_ Bank \_\_\_\_\_

Of \_\_\_\_\_ Swaziland \_\_\_\_\_

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We are,  
Yours faithfully,

Capacity \_\_\_\_\_

Signature \_\_\_\_\_

on behalf of \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**FORM FOR SUBMISSION OF TENDER**

**TENDER No..... – TENDER FOR THE ELECTRICAL INSTALLATION IN THE PROPOSED CONSTRUCTION OF A HAMMER MILL AT MATSANJENI IN THE SHISELWENI REGION. (LOT -3.)**

To: The Director

Dear Sir,

Having examined the Drawings, Conditions of Contract, Specification and Schedule of Quantities for the Construction of the above-named Works, I/We offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedule of Quantities, for the sum of

---

(Amount in Words) E \_\_\_\_\_

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We agree to their being corrected, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in Appendix hereto.

If my/our tender is accepted, I/We will, when required and within the time stipulated, provide a (five per cent of the above named sum), performance bond from a bank of Swaziland (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding 5% (five per cent of the above named sum), for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/We propose is

\_\_\_\_\_ Bank \_\_\_\_\_

Of \_\_\_\_\_ Swaziland \_\_\_\_\_

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We are,  
Yours faithfully,

Capacity \_\_\_\_\_

Signature \_\_\_\_\_

on behalf of \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**FORM FOR SUBMISSION OF TENDER**

**TENDER No..... – TENDER FOR THE ELECTRICAL INSTALLATION IN THE PROPOSED CONSTRUCTION OF A THREE CLASSROOM BLOCK AT NGWANE PRACTISING PRIMARY SCHOOL IN THE MANZINI REGION. (LOT -4.)**

To: The Director

Dear Sir,

Having examined the Drawings, Conditions of Contract, Specification and Schedule of Quantities for the Construction of the above-named Works, I/We offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedule of Quantities, for the sum of

---

(Amount in Words) E \_\_\_\_\_

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We agree to their being corrected, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in Appendix hereto.

If my/our tender is accepted, I/We will, when required and within the time stipulated, provide a (five per cent of the above named sum), performance bond from a bank of Swaziland (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding 5% (five per cent of the above named sum), for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/We propose is

\_\_\_\_\_ Bank \_\_\_\_\_

Of \_\_\_\_\_ Swaziland \_\_\_\_\_

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We are,  
Yours faithfully,

Capacity \_\_\_\_\_

Signature \_\_\_\_\_

on behalf of \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration, thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract, that is the subject of this Agreement.

The terms of the contract, are contained in

- Volume 1 - Tender Dossier,
- Volume 2 - Preamble and Bill of Quantities,
- Volume 3 - Technical Specification,
- Volume 4 - Environmental Specifications,
- Volume 5 - Tender Drawings

And drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the

Schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representative (s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contract the employer's agent (whose details are given in contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of Deviations (if any). Unless the Tenderer (now contractor) within five days of the date of such receipt notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this agreement shall constitute a binding contract between the parties.

**CONTRACT SIGNING**

<b>For the Contractor</b>		<b>Recommended by the Contracting Authority</b>	
Name:		Name:	Mr. SIBUSISO MBINGO
Position:		Position:	Director
Signature:		Signature:	
Date:		Date:	
Stamp			
<b>Endorsed for financing by the Principal Secretary-Ministry of Economic Planning and Development</b>			
Name:	Mr. SIBONISO MASILELA		
Position:	For Principal Secretary-Ministry of Economic Planning and Development		
Signature:			
Date:			
Stamp	Stamp		



## Schedule of Deviations

### Notes:

1. The extent of deviation from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter is such , letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of ,offer and acceptance , the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract,

1. Subject.....

Details.....

2. Subject.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the tenderer agree to and accept the foregoing schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by

the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from Agreement.

**For the Tenderer:**

.....

Signature

.....

Name

.....

Capacity

**Name and address of organization:**

.....

.....

.....

.....

Witness

Signature

.....

Witness

Name

.....

Date

**For the Employer:**

.....

.....

.....

**Name and address of organization:**

.....

.....

.....

.....

.....

.....

**CONFORMATION OF RECEIPT**

The Tenderer, (Now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of.....(month)

20.....(year)

at.....(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

## Schedule of Deviations

Notes:

5. The extent of deviation from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
6. A Tenderer's covering letter shall not be included in the final contract document. Should any matter is such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
7. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
8. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract,

3. Subject.....

Details.....

4. Subject.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the tenderer agree to and accept the foregoing schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from Agreement.

**For the Tenderer:**

.....

Signature

.....

Name

.....

Capacity

**Name and address of organization:**

.....

.....

.....

.....

Witness      Signature

.....

Witness      Name

.....

Date

**For the Employer:**

.....

.....

.....

**Name and address of organization:**

.....

.....

.....

.....

.....

.....

**CONFORMATION OF RECEIPT**

The Tenderer, (Now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of.....(month)

20.....(year)

at.....(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name



## **Section 5:        Conditions of Contract for Construction**



# **THE JOINT BUILDING CONTRACTS COMMITTEE**

**(JBCC)**

## **PRINCIPAL BUILDING AGREEMENT**

**6.2 edition, May 2018**

**Prepared by the Joint Building Contracts Committee Inc**

**The Tenderer is deemed to have read, fully understood and accepted the General Conditions of Contract.**

The General Conditions of Contract are not issued with this document but are obtainable from:

-

JBCC can be Contacted at [jbcc@mweb.co.za](mailto:jbcc@mweb.co.za)

The General Conditions of Contract may be inspected at the office of the Employer.

## **SECTION 5 - Particular Conditions**

**PARTICULAR CONDITIONS**

**TO**

**THE PRINCIPAL BUILDING AGREEMENT**

**JBCC EDITION 6.2 – MAY 2018**

**FOR**

**Microprojects Programme Coordinating Unit**

**P.O. Box 2122**

**Mbabane**

**PROPOSED TENDER FOR ELECTRICAL INSTALLATION FOR VARIOUS  
SCHOOLS**

**IN  
THE**

**VARIOUS REGIONS**

**Dated: FEBRUARY 2025**

## TABLE OF CONTENTS

- 1. INSOLVENCY OF CONTRACTOR**
- 2. EMPLOYER'S AGENT**
- 3. ADVERSE WEATHER CONDITIONS**
- 4. INDEMNITIES**
- 5. REVISION OF THE DATE FOR PRACTICAL COMPLETION**
- 6. PAYMENT**
- 7. ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT**
- 8. ENTIRE AGREEMENT**

**ANNEXURE 'A': - TO THE PRINCIPAL BUILDING 6.2 CONTRACT FOR THE  
PROPOSED ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE  
VARIOUS REGIONS**

Annexes to the standard contract shall be deemed to be incorporated into and to form part of the Agreement. Provided that in the event there is a conflict between a particular provision of the main body of the PBA (Principal Building Agreement) and this Particular Condition annex thereof, the provisions of this Particular Condition shall prevail and shall be deemed to state the final intention of the parties in that regard.

**1. INSOLVENCY OF CONTRACTOR.**

- 1.1 The contractor shall vacate the works and the site. The contractor shall remain responsible for the works until possession is relinquished to the employer and, without prejudice to the rights of the employer, the contractor will not be relieved of any of its liabilities concerning the works.
- 1.2 The Principal Agent shall appoint and issue instructions to the contractor or a second contractor, as appropriate, specifying protective measures to be executed on the works to ensure no damage or degradation can occur to materials or the works, and the cost of these measures will be for the contractors account.
- 1.3 The Principal Agent shall continue to issue interim payment certificates in a nil amount until the quantum of damages has been determined and the final accounts have been completed. The final payment certificate shall then be issued.

**2. EMPLOYER'S AGENT. CLAUSE 6.1**

- 2.1 The employer warrants that the principal has alternate authority and obligation to act and bind the employer in terms of this agreement. The principal agent has no authority to amend this agreement.
- 2.2 Whenever the principal agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consults the contractor and employer in an attempt to reach agreement. Failing agreement, the principal agent shall act impartially and make a decision in accordance with the contract, taking into account all relevant facts and circumstances.

**3. ADVERSE WEATHER CONDITIONS. CLAUSE 23.1.1**

- 3.1 Adverse weather conditions shall be defined as exceptionally inclement weather which has a direct impact on the items or processes of the construction works being carried out at that time. Further the contractor shall allow in his programme for delays of up to 5 working days for adverse weather conditions, as adjudicated by the Principal Agent, without being entitled to a revision of the date for practical completion.

**4. INDEMNITIES**

- 4.1 Delete Sub-Clause 9.2.7.

**5. REVISION OF THE DATE FOR PRACTICAL COMPLETION CLAUSE 23.5**

- 5.1 The contractor shall submit a claim for the revision of the date for practical completion to the principal agent within thirty (30) calendar days, failing which the contractor shall forfeited such claim.

**6. PAYMENT CLAUSE 25.10**

- 6.1 Notwithstanding Clause 25.7, the Employer shall pay the contractor the amount certified in an issued payment certificate within ninety days (90) calendar days of the date for issue of the payment certificate including any interest.

**7. ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT CLAUSE 26.6**

- 7.1 Following notice [26.5], the contractor shall submit a detailed and substantiated claim for the adjustment of the contract value to the principal agent within thirty (30) calendar days, failing which the contractor shall forfeited such claim.

**8. ENTIRE AGREEMENT NEW CLAUSE 31**

- 8.1 If any provision of the contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the contract and the remaining provisions shall continue in full force and effect as if the contract had been executed without the invalid, illegal or unenforceable provision. In the event that in the Employer's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the contract, the Employer and the Contractor shall immediately commence, in good faith, negotiations to remedy such invalidity.

As witness our hands the.....day of ..... 2018

**Signed**

.....

In the presence of

Name (in block letters) .....

Signature

.....

Address

.....

Occupation

.....

**Signed**

.....

In the presence of

Name (in block letters) .....

Signature .....

Address .....

Occupation .....

## **Section 7:      Standard Forms**



## Standard Forms

### Table of Contents

7.1	DECLARATION OF ELIGIBILITY .....	2
7.3	FORM OF TENDER SECURITY.....	3
7.4	FORM OF PERFORMANCE GUARANTEE .....	4
7.5	FORM OF PERFORMANCE SECURITY SURETY BOND.....	7
7.6	FORM OF ADVANCE PAYMENT GUARANTEE.....	9
7.7	FORM OF RETENTION MONEY GUARANTEE.....	11
7.8	DISCLOSURE STATEMENT .....	13
7.9	POWER OF ATTORNEY .....	14
7.10	CERTIFICATE OF TENDERER'S VISIT TO SITE.....	

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## 7.1 DECLARATION OF ELIGIBILITY

In accordance with the requirements of the Public Procurement Act of 2011 and the Procurement Regulations issued in accordance with the terms of Section 26 of the Finance and Audit Act No. 18 of 1967 all Tenderers must meet the following criteria, to be eligible to participate in public procurement

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

Fund: The Government of the Kingdom of Eswatini  
Contract: **ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGIONS**  
To: Director  
Microprojects Programme Coordinating Unit  
P.O. Box 2122  
Mbabane

### Tender Reference

In accordance with the eligibility requirements of the tender 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 Swaziland Public Procurement Regulatory Agency under section 60 of the Public Procurement Act of 2011.

Signed: .....

Date: .....

Company stamp:

### 7.3 FORM OF TENDER SECURITY

Fund: The Government of the Kingdom of Eswatini  
Contract: **ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGIONS**  
To: Director  
Microprojects Programme Coordinating Unit  
P.O. Box 2122  
Mbabane

**Re Tender Reference:**

We have been informed that .....

(hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we .....(name of bank), .....hereby irrevocably undertake to pay you the Beneficiary/Employer, upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or
- d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 60 days after the expiry of the validity, including any extension of the validity, of the Letter of Tender), when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date..... Signature(s).....

---

## 7.4 FORM OF PERFORMANCE GUARANTEE

### GUARANTOR DETAILS AND DEFINATIONS

"Guarantor" means:.....

Physical address:.....

"Employer" means:.....

"Contractor" means:.....

"Engineer" means:.....

"Works" means.....

"Site" means:.....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:.....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:.....

"Expiry Date" means:.....

### CONTRACT DETAILS

Engineer issues: Interim Payment Certificate, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the

Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and /or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5: or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of Guarantee shall be returned to the Guarantor after it has expired.
  13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  14. Where this Performance Guarantee is issued in the Republic of South Africa THE Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Acts No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at .....

Date .....

Guarantor's signatory (1).....

Capacity .....

Guarantor's signatory(2).....

Capacity .....

Witness signatory (1) .....

Witness Signatory (2).....

## **7.5 FORM OF PERFORMANCE SECURITY SURETY BOND**

Fund: The Government of the Kingdom of Eswatini  
Contract: **ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGION**  
**(CONTRACT No.**

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

(together with successors and assigns, all as defined in the Contract as the Employer).

By this Bond, .....(name and address of contractor).....

(who is the contractor under such Contract) as Principal and.....

.....(name and address of guarantor) .....

..... as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of: .....(the "Bond Amount": 10% of the Accepted Contract Amount) .....

for the due performance of all such Principal's obligation and liabilities under the Contract. (Such Bond Amount shall be reduced by 80% upon the issue of the taking over certificate for the whole of the works under clause 10 of the conditions of the Contract).

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any Contractual Obligation, or upon the occurrence of any of the events and circumstances listed in sub-clause 15.2 of the conditions of the Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances. However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by Guarantor on or before (the date six months after the expected expiry of the Defects Notification Period for the Works) when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Wherefore this Bond has been issued by the Principal and the Guarantor on (date)

Signature(s) for and on behalf of the Principal

Signature(s) for and on behalf of the Guarantor



## 7.6 FORM OF ADVANCE PAYMENT GUARANTEE

Fund: The Government of the Kingdom of Eswatini  
Contract: **ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGIONS**

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

We have been informed that .....

(hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we .....(name of bank) .....

.....

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the "guaranteed amount", 10% of Accepted Contract Amount)

.....

upon receipt of by us of your demand in writing and your written statement stating:

- a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
- b) the amount which the Principal has failed to repay

This guarantee shall become effective upon receipt (of the first instalment) of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under Sub-clause 14.6 of the conditions of Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time for Completion) .....(the "expiry date"), ..... when this guarantee shall expire and shall

be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Swaziland and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date.....Signature(s).....

---

## **7.7 FORM OF RETENTION MONEY GUARANTEE**

Fund: The Government of the Kingdom of Eswatini  
Contract: **ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGIONS**

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

We have been informed that .....(hereinafter called the "Principal") .....  
.....is your contractor under such Contract and wishes to receive early payment of the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we .....(name of bank) .....  
hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the "guaranteed amount", say: 10% of the Accepted Contract Amount)  
.....

upon receipt by us of your demand in writing and your written statement stating:

- a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- b) the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under Sub-clause 14.6 of the conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Defects Notification Period for the Works) ...(the "expiry date") .....,

when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

---

This guarantee shall be governed by the laws of Swaziland and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date.....Signature(s).....

---

## 7.8 DISCLOSURE STATEMENT

*Please note that words in italics within brackets are items which should be state.*

*(Date)*

Contract: .....  
Contractor: .....  
Employer: .....  
Engineer: .....

Dear Sirs

I am willing and available to serve as (*ad-hoc/standing*) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with project.

I do not have any financial connections with the Contractor, Employer or Engineer .

I am not currently employed by connections with the Contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived any changes in the above position which could affect my impartiality or be perceived to affect some.

*Should there be any deviation from the foregoing statements, details shall be given.*

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:.....

Signature:.....

---

## 7.9 POWER OF ATTORNEY

Fund: The Government of the Kingdom of Eswatini  
Contract: **ELECTRICAL INSTALLATION FOR VARIOUS SCHOOLS IN THE VARIOUS REGIONS**  
To: Director  
Microprojects Programme Coordinating Unit  
P.O. Box 2122  
Mbabane

Signatories for Tenderers are to establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed by the Chairman of the Board, and dated, to this form. An example is shown below:

By Resolution of the Board of Directors at a meeting held:

at \_\_\_\_\_

on \_\_\_\_\_

Mr/Mrs/Ms \_\_\_\_\_

has been duly authorised to sign all documents in connection with Tender Name. ....

..... on behalf of

Name of Tenderer \_\_\_\_\_  
(Block capitals)

SIGNED ON BEHALF OF BOARD OF DIRECTORS (CHAIRMAN):

\_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Company stamp:**

**Section 8: Schedules of Supplementary Information**

## Schedules of Supplementary Information

Contents	Page
Preamble to Schedules	17
Schedule 1: Company Data and Structure	19
Schedule 2: Regulations and Standards	22
Schedule 3: Certified copy of valid Tax Clearance Certificate	23
Schedule 4: Certified copy of valid Trading Licence	24
Schedule 5: Certified copy of valid CIC Certificate	25
Schedule 6: Certified Company Current Form J	26
Schedule 7: Certified Company Current Form C	27
Schedule 8: Certified Copy of Labour compliance certificate	28
Schedule 9: Tender Guarantee	29
Schedule 10: A SIGNED DECLARATION OF ATTENDANCE OF THE SITE VISIT,	30
Schedule 11: Joint Venture Agreement (Only If Applicable)	31
Schedule 12: Recent Audited Financial Statement	32
Schedule 13: List of Multi-Story ELECTRICAL Projects Completed	33
Schedule 14: List of Ongoing Projects	1
<b>EMPLOYER</b>	1
Schedule 15: Major Items of Construction Plant & Equipment	2
15.1 Items Immediately Available from Own Holdings	2
15.2 Items to be purchased	3
15.3 Items to be hired	4
Schedule 16: Management Structure, Senior Site Personnel & any Sub-consultants	5
16.1 Management Structure (in headquarters and on site)	5
16.2 Senior Site Personnel	6
16.3 Junior Site Personnel	8
16.4 Sub-contractors	9
16.5 Experience of the Sub-contractor	11
Schedule 17: Dayworks / Rates	12
Schedule 18: Attachments to Tender Document	14



**Preamble to Schedules****41 Introduction**

Tenderers are requested to study the Schedules of Supplementary Information carefully and to ensure that the Schedules are filled in correctly and completely and that all additional information requested is submitted with the Tender.

If the Tenderer is a joint venture, all firms constituting the joint venture must fill in the Schedules of Supplementary Information jointly and/or separately as appropriate.

**42 Authorisation**

It is understood and agreed that the information contained in the Schedules of Supplementary Information is to be used by the Ministry of Economic Planning and Development, Microprojects Programme, hereinafter called the “Employer”, in determining, according to its sole judgement and discretion the qualifications of prospective Contractors, to perform work in connection with the Project.

The undersigned hereby authorises and requests any public official, engineer, surety company, bank, depository, material or equipment manufacturer or distributor or any other person or corporation to furnish any pertaining information, requested by the Employer, to verify the information on these schedules or regarding the competence and general reputation of the Tenderer.

The undersigned agrees to furnish any further information at the request of the Employer.

Signed ..... this ..... day of .....

For .....  
(name of organisation)

By .....

As .....

(title)

(if corporation, seal)

---

**Schedule 1: Company Data and Structure**

The Tenderer shall provide the general information regarding the structure of the company as required by this Schedule. If the Tenderer is a joint venture, all firms constituting the joint venture must provide the general information required by this Schedule in separate forms (one for each party constituting the joint venture).

1. Name of Company: .....  
Registered place of business (provide full address): .....  
Telephone numbers: .....  
Fax numbers: .....  
E-mail address: .....

2. Description of company (e.g. General Civil Engineering Contractor):  
.....

3. Number of years experience as a Contractor

In own country : .....

Internationally : .....

.....

*(please also state countries, including developing countries if any)*

.....

4. Names and addresses of associated Companies to be involved in the project (and whether parent/subsidiary/other):.....

- .....  
.....  
.....
5. If the Company is a subsidiary, what involvement, if any, will the parent company have in the project:
- .....  
.....  
.....
6. Please attach to this schedule an organisation chart showing the Company structure.
7. The Central Bank of Swaziland in conjunction with participant institutions in the banking sector has set the cheque limit to E100,000.00 (One Hundred Thousand Emalangeni). All Payment Certificates above E100,000.00 will be made through electronic transfer payment channels provided by the banks. The Tenderer must provide certified banking details:

**Company name:** .....

**Account Number:** .....

**Account type:** .....

**SWIFT Code:** .....

**Name of Bank:** .....

**Branch Name and Code:** .....

I hereby declare that the information provided in this Schedule is completely truthful (to be signed by the Tenderer or, in a case of a joint venture, each company's authorised representative).

Signed by .....

*(full name and position)*

on ..... at .....

If the Tender is submitted by a joint venture or grouping, the Tenderer shall also provide the following information on a separate page:

7. The share of each company participating to the joint venture expressed as a percentage.
8. Name of company leading the joint venture (if any):

I hereby declare that the information provided in this schedule is completely truthful

Signed by .....  
(full name and position of Tenderer's authorised representative)

on ..... at .....

**Company Stamp:**

**Schedule 2: Regulations and Standards**

The Tenderer shall list here below all Regulations Norms, Codes and Standards, etc. which have been used as a basis for preparing his Tender

**Schedule 3: Certified copy of valid Tax Clearance Certificate**

The Tenderer must attach to this page a certified valid Tax Clearance Certificate in respect of his/her company or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original Tax Clearance Certificate for each of the joint venture partners.

**Schedule 4: Certified copy of valid Trading Licence**

The Tenderer must attach to this page a certified copy of valid Trading Licence. In the case of a joint venture between two or more firms, the tenderer shall attach copies of valid trading licence for each of the joint venture partners.



**Schedule 5: Certified copy of valid CIC Certificate**

The Tenderer must attach to this page a certified copy of valid CIC Registration Certificate. In the case of a joint venture between two or more firms, the Tenderers shall attach copies of valid CIC registration Certificates for each of the joint venture partners

**Schedule 6: Certified Company Current Form J**

The tenderer must attach to this page his company current **Form J**, stamped by the registry of companies. In the case of a joint venture between two or more firms, the Tenderers shall attach copies of Form J for each of the joint venture partners

**Schedule 7: Certified Company Current Form C or Share Certificate attached Certificate of Cooperation**

The tenderer must attach to this page his company current form c, stamped by the registry of companies. In the case of a joint venture between two or more firms, the Tenderers shall attach copies of Form C for each of the joint venture partners.

The shareholders as listed in Form C should provide certified copies of identity documents. In the event the company submitting the Tender is owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.

**Schedule 8: Certified Copy of Labour compliance certificate**

The tenderer must attach to this page a certified copy of a valid Labour Compliance Certificate from the Ministry of Labour. In the case of a joint venture between two or more firms, the Tenderers shall attach certified copies of a valid Labour Compliance Certificate from the Ministry of Labour for each of the joint venture partners

### **Schedule 9: Tender Guarantee**

The tenderer must attach to this page the original Tender Security,

**Schedule 10: A SIGNED DECLARATION OF ATTENDANCE OF THE SITE VISIT,**

The tenderer must attach to this page a signed Declaration of Attendance of the site visit,

**Schedule 11: Joint Venture Agreement (Only If Applicable)**

**Schedule 12: Recent Audited Financial Statement**



**Schedule 13: List of Multi-Story Electrical Projects Completed**

Name of Employer / Employer	Name of Project and Contract and Country. Type of work, and details	Name of Engineer/ Authority responsible for supervision	Original and Final Completion dates	Contract Price in the currency of the Contract	% participation in construction and state if Main Con-tractor or Sub-contractor	Was Contract satisfactory completed, incl. time provisions?

I the undersigned hereby declare that the information provided in this schedule is completely truthful

Signed by .....

*(full name and position of the Tenderer's authorised representative)*

on ..... at .....

### Schedule 14: List of Ongoing Projects

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

42.1 <b>EMPLOYER</b> (Name, telephone No. and fax No.)	<b>CONSULTING ENGINEER</b> (Name, telephone No. and fax No.)	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

I the undersigned hereby declare that the information provided in this schedule is completely truthful

Signed by .....  
(full name and position of the Tenderer's authorised representative)

on ..... at .....

### Schedule 15: Major Items of Construction Plant & Equipment

On the basis of the information provided in the Tender documents the Tenderer shall indicate in this schedule the main plant and equipment considered necessary for the undertaking of the project and whether this plant is already available from its own holdings or will be purchased or will be hired.

**43 15.1 Items Immediately Available from Own Holdings**

Details of major equipment that is owned by and immediately available for this contract.

Proof of ownership of the plant must be **attached** on this page.

Description Type, Model, Make	No.	Year of Manufacture	Estimated previous use	Estimated Value	Power rating	Maximum capacity	
			(hours)	(in SZL)	kW	Ton	cu.m

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at .....

(full name and position)

**44    15.2    Items to be purchased**

Description Type, Make, Model,	No.	Delivery time on site based on the Works Programme	Estimated value	Power rating	Maximum capacity	
					Ton	cu.m
			(in SZL)	kW		

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at .....  
(full name and position)

**45    15.3    Items to be hired**

[illegible]

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... (full name and position) on ..... at .....

**Schedule 16: Management Structure, Senior Site Personnel & any Sub-consultants**

The Tenderer shall show, in diagrammatic form below, the structure for his management of the Contract from the level of company director down to engineer of each Sector of Works, indicating the lines of responsibility and job designation.

**46 16.1 Management Structure (in headquarters and on site)**

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at .....  
(full name and position)

**47 16.2 Senior Site Personnel**

The Tenderer shall provide below a summary of qualifications, previous experience, previous employers and present occupation of the proposed senior technical and administrative personnel on site. **Please attach CVs with copies of certificates for all site personnel.**

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

NAME:	PROPOSED POSITION:	
Years of Experience:	Within Company:	Construction:
Years/Description of Works:	Assignment	Value in SZL

I hereby declare that the information provided in this schedule is completely truthful  
(to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at .....  
(full name and position)



**48 16.3 Junior Site Personnel****49**

Under this heading, the Tenderer shall make rational proposals for site staffing, should the Contract be awarded to him. These proposals will be deemed to be made in good faith and to bind the Tenderer to provide key staff of the calibre and number shown, but not necessarily the actual individuals named:

Designation	No.	Name	Qualifications	Experience

**50**

**51 16.4 Sub-contractors**

The Tenderer will indicate the part of the Works he intends to sublet. He shall indicate the sectors for which a Sub-contractor is proposed together with the name and address of the proposed Sub-contractor.

For the each of the other Sub-contractors, the Tenderer shall enter a statement of similar Works previously executed by the proposed Sub-contractor, including description, location and value of Work, year completed and name and address of Employer. Notwithstanding such information, the Tenderer, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

Item	Sector of Work	Approximate value in SZL	Name and address of Sub-contractor	Statement of similar Works previously executed

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at

.....

(full name and position)

Sub-contractor's name: .....

[illegible]

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at .....

.....  
(full name and position)

**Schedule 17: Dayworks / Rates**

The Tenderer is required to state below the price rates to be used in evaluating work done on a daywork basis. Where there is conflict between any Daywork rates which may have been included in the Bill of Quantities and rates in this Daywork Bill, the rates quoted in the Bill of Quantities shall take precedence.

The rates quoted are to cover site supervision, superintendence, site staff, insurances, holidays with pay, travelling allowance or costs (transport of men by Contractor's transport), lodging and any other allowances and emoluments, all other overhead charges and profit. Rates for labour are to include for the use and maintenance of hand tools and appliances (but not sharpening of tools), non-mechanical plant and equipment such as ladders, trestles, stages, bankers, hand pumps, scaffolding, temporary track, wagons, skips and all similar items, unless these are used or set up exclusively for daywork. Rates for materials are to include for delivery and unloading at the Contractor's main site store or, if material can be delivered directly to the point of daywork operations, for delivery and unloading at that point. The rates for mechanically operated plant and vehicles are to include for plant operators, drivers, consumable stores, fuel and maintenance and will be held to be applicable not only to such plant as may be available upon the site but also to such mechanically operated plant and vehicles brought onto site by written instruction of the Employer, in which event the Contractor will be paid the costs of transporting the plant, so ordered by the Employer, to and from the site; the relevant transport costs having been agreed as between the Employer and the Contractor before such plant is brought onto site.

In calculating the value of daywork the percentage allowances quoted in the Appendix in respect of labour and materials will not be added to the rates quoted below. The plant, labour and materials employed on daywork executed at the rates quoted below shall be included in the total for which any variation of price is claimed in terms of the General Conditions of Contract.

In the event of the payment of overtime being authorised by the Employer in respect of daywork, the rates quoted hereunder for labour will be increased in the same proportion as the workmen's actual wages, i.e. if a workman on daywork is paid time and a half the Contractor will be paid at 1½ times the quoted rate for that man.

The Employer retains the right to request a detailed breakdown of the make-up of any day-work rate and, after consultation with the Contractor, to adjust such rate should it be shown to be unreasonable.

Description	Average Number of Personnel / Hours Proposed	Basic Rate (SZL)	Total of All Allowances (SZL)
Foreman			
Electrician			
Mechanical fitter			
Pipe layer			
Semi-skilled labourer			
General Labourer			
50 tonne crane			
3 ton delivery vehicle			
5 m <sup>3</sup> Tipper truck			
Light Delivery Vehicle (LDV)			
Tractor-Loader-Backhoe (TLB)			
Mobile Lifting Crane, 5 tonne capacity			
Dewatering pump complete with generator (or petrol/diesel/air driven) and accessories 3 kW			

The above rates are deemed to be those in force 30 days prior to the date set for the submission of the Tenders. The Tenderer's attention is drawn to the fact that the above list is not exhaustive. It is the Tenderer's responsibility to add to the list as necessary. If the cost or contribution in one or more columns or rows is zero, the Tenderer should explicitly state "0".

I hereby declare that the information provided in this schedule is completely truthful (to be signed by the Tenderer's or, in a case of a joint venture, each company's authorised representative).

Signed by ..... on ..... at .....

(full name and position)

**Schedule 18: Attachments to Tender Document**

Attachments by tenderer

<b>Attachment No.</b>	<b>Attachment Name / Drawing No.</b>	<b>Details</b>





**VOLUME 2**

**PROJECT SPECIFICATION**

## **1. ELECTRICAL AND FIRE ALARM INSTALLATION**

### **1.1 GENERAL**

The Project Specification is applicable only to this Contract and is intended to cover the broad requirements of the Contract and so supplement the General Specification. For detailed requirements the relevant clauses of the General Specification shall apply.

### **1.2 ELECTRICAL INSTALLATION**

#### **1.2.1 DEFINITIONS**

For the purposes of this specification the following definitions shall apply:

"Contract" shall mean "Electrical Sub-Contract"

"Contractor" shall mean "Electrical Sub-Contractor"

#### **1.2.2 DRAWINGS**

The drawings listed in the Schedule of Drawings form part of this specification.

#### **1.2.3 EXTENT OF WORK**

The work covered by this Specification includes the supply and installation of all materials and execution of all work necessary for the complete installation of the following, and as detailed on the drawings, and in the Bills of Quantities:

- (a) Main distribution boards, sub-distribution boards and all interconnecting cables, both internal and external.
- (b) The complete internal and external lighting installation including all light fittings, associated wiring, conduits, sleeving, manholes etc.
- (c) The complete installation of all switched socket outlets, conduits, trunking and associated wiring.
- (d) The complete installation of all conduits, wiring and isolators for all equipment and appliances.

- (e) The supply, installation, and connection of all equipment and appliances as detailed.
- (f) The complete installation of the fire alarm and telephone reticulation systems.

#### 1.2.4 BUILDING CONSTRUCTION

The Contractor shall consult Architectural and Structural Engineering drawings to fully familiarise himself with the building construction.

All conduits shall be built into walls and cast into floor slabs unless otherwise specified.

#### 1.2.5 ELECTRICITY SUPPLY

The electricity supply shall be rated at 380/220 Volts, 50 Hertz. Take-off points shall be from the substations within the premises as shown on the drawings or as agreed on site.

#### 1.2.6 P.V.C SLEEVES, MANHOLES AND EXTERNAL CABLING

PVC sleeves shall be supplied and installed where a cable crosses a paved walkway, tarred, cemented driveway, and at cable entry and exit points in the buildings unless otherwise specified.

In general all cables and sleeves shall be laid directly in the ground at a depth of 700mm below ground level unless otherwise specified

The Contractor shall be responsible for ensuring that all sleeves and manholes are positioned and installed correctly.

#### 1.2.7 METERING

There will be 1No. Maximum Demand Bulk SEB Meters housed in Kiosk A as shown on the drawings.

#### 1.2.8 DISTRIBUTION BOARDS

Distribution boards shall be installed according to the drawings and Bills of Quantities.

General arrangements of each board shall be submitted to the Engineer for approval prior to ordering, showing construction details, specification of equipment, finishes, labelling and all other relevant data.

All distribution boards shall be provided with doors secured by a spring catch and lock unless otherwise specified in the drawings and Price Summary.

### 1.2.9 GENERAL METHOD OF INSTALLATION

The installation shall be of the concealed type using PVC single core cables in PVC conduits.

Earth wire shall be run to all socket outlets, lighting switches and fittings, and shall be 2.5sq.mm minimum size.

Socket outlet circuits shall be earth leakage protected.

### 1.2.10 LIGHTING FITTINGS

Lighting fittings shall be as specified in the Schedule of Luminaires and Equipment and as shown on the drawings.

At the time of taking first delivery all lamps shall be operative. At the end of the maintenance period the replacement of all incandescent lamps that have failed will be the responsibility of the Employer, whereas all fluorescent lamps that have failed shall be replaced by the Contractor at no cost to the Employer.

All fluorescent lamps shall be colour 33.

### 1.2.11 EQUIPMENT

The water heater and hand dryers shall be as specified in the Bill of Quantities.

### 1.2.12 TELEPHONE INSTALLATION

Galvanised steel draw wires shall be installed in all telephone conduits which shall be 25mm diameter PVC.

### 1.2.13 AIR CONDITIONING OUTLETS

Air conditioning outlets shall be as specified in the Bill of Quantities and as shown on the drawings.

### 1.2.14 MOUNTING HEIGHT OF FIXTURES

Unless otherwise indicated the following mounting heights shall apply for wall-mounted fixtures:-

Meter Boards	1 600mm (Top of Panel)
Distribution Boards	1 900mm (Top of Panel)
Lights	2 250mm
Switches	1 400mm
Switched Socket Outlets	300mm general;

1 200mm over worktops, benches

Isolators

1 600mm

Telephone Outlets

As for Switched Socket Outlets

### 1.2.15 EARTHING

Earthing and bonding shall be strictly in accordance with SABS codes of practice.

## 1.3 FIRE ALARM INSTALLATION

### 1.3.1 EXTENT OF THE WORK

The supply and installation of equipment and the execution of work necessary for the complete installation as specified in this document and drawings as follows:-

- (a) Constant potential battery charger unit and nickel cadmium batteries
- (b) 18 Zone Control Annunciator Panel
- (c) All wiring necessary to provide monitoring and control circuits
- (d) Manual Call Points ("Break glass units")
- (e) Electronic Sirens
- (F) Operating and Maintenance Instruction Manuals.

### 1.3.2 WIRING

All control circuits shall be wired with fire-resistant cable, similar or equal to FP200 cable, of sufficient size to ensure a voltage drop not exceeding 2 volts.

All audible alarms shall be wired with the same cable type but of sufficient size to ensure a voltage drop not exceeding 2 volts at full load.

Manual break glass units shall be installed on the loop-in principle. Tee-offs are not to be used.

### 1.3.3 GENERAL SYSTEM OF OPERATION

The system is designed so that in the event of a fire, an alarm may be manually raised thereby enabling prompt action to be taken.

Break glass units shall be grouped by zone and electrically connected to a Control Annunciator Panel in the position shown.

In the event of operation of any break glass unit all the sirens in the building shall operate. A signal relay shall be provided in the control panel to provide provision for a remote alarm at the local fire station.

#### 1.3.4 STANDBY BATTERY AND CHARGING FACILITIES

A set of 24-volt Nickel Cadmium standby batteries shall be provided together with an automatic constant potential charging unit.

The batteries shall be of sufficient capacity to operate the system in the event of mains failure, for a period of 48 hours under quiescent conditions and for one hour under full alarm load.

The battery charger shall be designed to conform to the specifications and requirements of major battery manufacturers.

Upon the batteries approaching a fully charged state, the charger shall switch to low float voltage and current, thereby preventing overcharge and possible gassing.

To prevent dangerous excess discharge, the charger shall shut the system off at a pre-determined battery voltage and automatically switch on when the battery voltage increases or the mains supply is re-instated, whichever comes first. This facility should allow the batteries to be recharged to their operational capacity in 8 hours.

The following standard safety signals shall be included:-

Mains On, Charger Fail and Battery Low Voltage.

#### 1.3.5 CONTROL EQUIPMENT

The Control Annunciator Panel shall incorporate the following features:-

- (a) Zones as indicated in B.O.Q.
- (b) System On indication
- (c) Power On indication
- (d) Fire indications for each zone
- (e) Fault indication for each zone
- (f) Lamp test facility
- (g) Zone isolation switches

- (h) Alarm silence facility
- (i) Alarm reset facility
- (j) Fire brigade alarm isolation switch
- (k) The system shall be automatically and continuously monitored. A break, earth or short in the circuits, or a fault in the Control Panel circuitry shall be visually indicated at the Control Panel.
- (l) A signal relay shall be incorporated in the Control Panel so that a signal may be sent over an ex-directory telephone line to the local fire station.

The cabinet and fascia of all panels shall be constructed of minimum 1.5mm mild steel, with a red baked enamel finish. The fascia door shall be hinged and held secure by a key-operated lock.

A framed zone indication list shall be situated adjacent to the control panel to give easy recognition of affected areas.

**Zones shall be as to be directed by the engineer.**

### 1.3.6 MANUAL CALL POINTS

Manual call points shall be installed in the positions indicated on the drawings.

The Contractor shall supply a replacement glass piece for each unit.

### 1.3.7 SIRENS

Miniature electronic sirens shall be installed in the positions indicated on the drawings.

### 1.3.8 MOUNTING HEIGHT OF FIXTURES

Unless otherwise indicated, the following mounting heights shall apply for wall-mounted fixtures:

Fire Alarm Panels	1 600mm (Top of Panel)
Break Glass Units	1 400mm
Sirens	2 250mm

### 1.3.9 MANUFACTURE'S LITERATURE AND TECHNICAL SPECIFICATION

The Contractor shall submit original copies of the above with his tender.

### 1.3.10 GUARANTEE

All equipment and materials supplied under this contract shall be guaranteed for a period of twelve (12) months from the date of acceptance of the installation by the Engineer.

### 1.3.11 OPERATING INSTRUCTIONS

The Contractor shall provide, on completion, four copies of detailed operating instructions for the Client.



**SECTION 2****GENERAL TECHNICAL SPECIFICATION**

The General Technical Specification is supplied separately and is a quality specification for materials and standards of workmanship.

If tenderers are not already in possession of this Specification, they shall obtain a copy from the offices of the Consulting Engineer.

The Electrical Contractor/Tenderer is referred to this document for the full intent and meaning of each clause and shall allow for all costs to meet the requirements of the specification as claims on the grounds of want of knowledge in such respect or otherwise will not be entertained.

## **SECTION 3**

# **SCHEDULES**

3.1

SCHEDULE NO.1

SCHEDULES OF DRAWINGS

The following drawings form part of the Specification: -

<hr/>	
<hr/>	
<b>Drawing No.</b>	<b>TITLE</b>
<hr/>	
<hr/>	
COM-2024-01E:	LIGHTING & POWER LAYOUT

### **3.3 SCHEDULE NO.3**

#### **SCHEDULE OF EQUIPMENT OFFERED**

All items in the following Schedule shall be completed and in the event of the Tender being accepted, rigidly adhered to, unless the quality is unacceptable in which case no extra will be allowed.

If materials are being supplied as specified then state "As Specified" in right hand column. It is imperative that acceptance by the Engineer shall be obtained prior to the submission of tenders for fittings offered as equivalents to those specified.

ITEM	MANUFACTURER AND CAT.NO. (IF ANY)
1.	Electrical Distribution
	Boards (frames only):
1.1	Surface mounted
1.2	Flush mounted
1.3	Meter Board
2.	Distribution Board Equipment:
2.1	Busbars
2.2	Circuit breakers and isolators
2.6	Contactors/relays
2.9	Current transformers
3.	Reticulation:
3.1	Cables
3.2	Conduits and sleeves
4.2	Photocell switches
4.3	Isolators

**VOLUME 3: PREAMBLE AND BILL OF  
QUANTITIES**

## **BILLS OF QUANTITIES**

### **CONDITIONS OF PRICING**

1. No unauthorised alteration, amendment, note or additions to the text of the Bills of Quantities shall be made by the Tenderer. Should such be made it will not be recognised and the printed text of the Bills of Quantities will be adhered to.
2. Where any items **remain unpriced**, the work covered by those items will be deemed to be included within the tender amount.
3. The Bills of Quantities shall not be used for purposes of ordering materials and no liability will be accepted by the Employer for any loss or expense incurred in this respect.
4. All rates quoted will be **assumed correct** and will be used for **pricing variations**, unless the quoted rates are palpably incorrect according to prevailing market prices and the Engineer's opinion.
5. All other conditions listed in the Main Bill will apply here also, unless clearly contradicted by the preceding.
6. These Bills of Quantities form part of and must be read in conjunction with the specifications and drawings which contain the full description of the work to be done and material and equipment to be used.
7. The total tender sum in the tender form shall constitute the contract price of the successful tenderer. Tenderers are advised to check their item extensions and **total additions**, as no claim for arithmetical errors will be considered.
8. **No alteration, erasure or addition** is to be made in the text of the bill of quantities. Should any alterations, erasure or addition be made, it will not be recognized, but the original wording of the bill of quantities will be adhered to.
9. All **provisional sums** shall be expended as directed by the **Engineer/Project Manager** and **any balance remaining** shall be deducted from the amount of the contract sum.