



REQUEST FOR TENDERS

OPEN NATIONAL ONLY TENDER

FOR

GLASS WALK-WAY RECONDITIONING AND GUTTER WATER-PROOFING

TENDER No. : **PPHC 2023/001**

TENDER Name : **GLASS WALK-WAY & GUTTER
RE-CONDITIONING**

Tender Closing Date : **Tuesday, 26 September 2023**
Not later than 11:00

CONFIDENTIALITY

No part of this document may be disclosed verbally or in writing, including by reproduction, to any third party without the prior written consent of the Piggs Peak Hotel and Casino (PPHC). This document, its associated appendices and any attachments remain the property of PPHC and shall be returned upon request.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



INVITATION TO TENDER LETTER

TO
ALL BIDDERS

The Piggs Peak Hotel & Casino herein after refers to as the PPHC or the Hotel is an independent Public Enterprise managed through the Ministry of Tourism. Piggs Peak Hotel and Casino is strategically located in the northern part of the Kingdom of Eswatini and is set in a large, lush and beautiful Pine Forest with manicured garden lawns, atop the majestic lofty mountainous peaks of the Kingdom of Eswatini.

Assessments have been done to determine the occupancy of the Hotel structure and the following have been discovered to require immediate attention:

- To remove broken shutter proof window glasses and replace with more suitable glass as per below bill of quantities.
- To refurbish damaged gutter and reseal available metal gutter ensuring proper water proofing.

The Hotel therefore is looking for qualified and experienced glass and water proofing specialist to undertake the project to perfect completion.

There shall be a **COMPULSORY** site inspection and pre-bid meeting as follows:

PIGGS PEAK HOTEL
KING MSWATI II HIGHWAY

DATE: MONDAY 11 SEPTEMBER 2023

TIME: 11:00 AM

Bidders shall be required to pay a **non-refundable fee of E500.00** for the Tender Document, such can be done during the pre-bid meeting at the Hotels Reception. The payment receipt must be submitted together with the proposal at the closing date of the tender.

ACTING GENERAL MANAGER

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section I– Scope of Works/Bill of Quantity

No. 1 BILL OF QUANTITIES –GLAZING

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
A-01	Removal of existing window panels, Shatter Proof type with tint, detaching same from mild metal.	M2	36		
	a). Provide door opening of about 1m x 1.5m on aluminium frame with a cross member.	M2	1		
A-02	Clean, Polish metal frames, clear rusts, apply non rust material and repaint metal frames	M2	8		
A-03	Supply and install Shatter proof glass, 6.8 type aluminium window panels on avail frame	No.	36		
A-04	Supply and install 800mm x 1m window openings on aluminium frames, bolted into the available metal frames.	No.	3		
Total for Bill No. 1 _____ (carried forward to Summary, Form of Tender)					

No.2 BILL OF QUANTITIES –METAL GUTTER

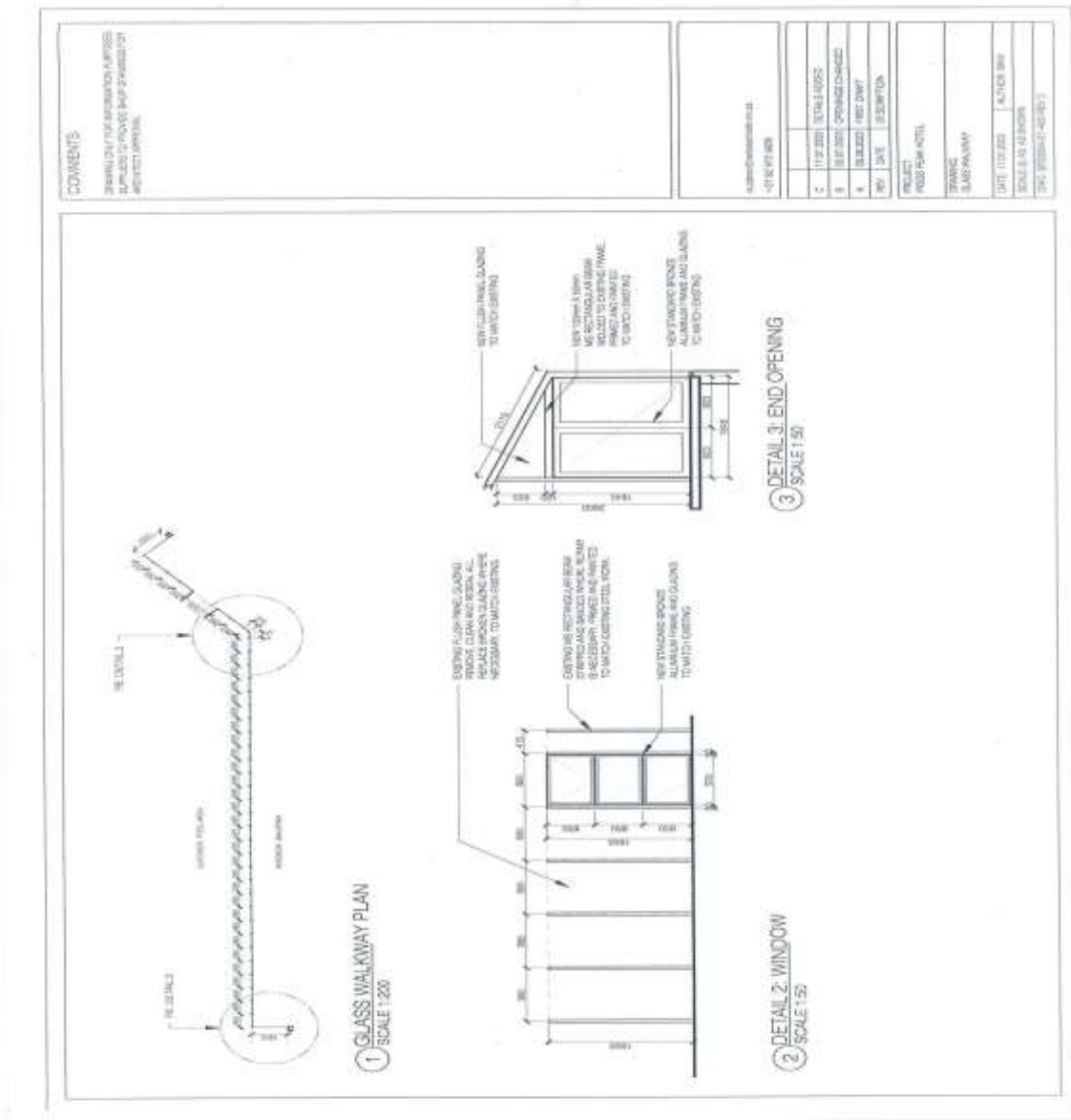
<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
B-01	Remove insulation membrane on damaged mild metal gutter, cleaning the water way of debris and clot.	M2	20		
B-02	Clear water drainage system, 110mm water pipes removing blockades and organic matter.	No	7		
B -03	Supply and Installation of metal gutter system waterproofing proper membrane matching color of roofing.	M2	20		
Total for Bill No. 2 _____ (carried forward to Summary –Form of Tender)					

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section II –Technical Drawings



Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section III - Instructions to Tenderers

A. General

1. Scope of Tender 1.1. The Piggs Peak Hotel (hereinafter refers to as the Hotel), as indicated in the TDS, issues this Tendering Document for the procurement of the Works as specified in Section 6 (Hotel's Requirements). The name, identification, and number of contracts of this Tendering are provided in the TDS.

1.2. Throughout this Tendering Document:
 - a. the term "in writing" means communicated in written form and delivered against receipt;
 - b. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c. "day" means calendar day;
 - d. the term "Project Manager" refers to the officer, body or institution appointed under Section 111 of the Public Procurement Regulations of 2020 as Contract Manager;
 - e. "Government" refers to the Government of the Kingdom of Eswatini, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2011; and
 - f. "ESPPRA" refers to the Eswatini Public Procurement Regulatory Agency.
2. Source of Funds 2.1. The Hotel has acquired funding through the Government of Eswatini subvention (hereinafter called "funds") toward the cost of the project or programme named in the TDS. The Procuring Entity intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tendering Document is issued.
3. Fraud and Corruption 3.1. The Public Procurement Act of 2011 requires that Procuring Entity's (including beneficiaries of the funds), as well as Tenderers, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, Public funded contracts, observe

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the law, the Act:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
 - ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
 - iii. "collusive practice" is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
 - v. "obstructive practice" is
 - aa. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from

¹ "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes Government staff and employees of other organizations taking or reviewing procurement decisions.

² "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ "Party" refers to a participant in the procurement process or contract execution.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause 3.1 (e) below.

- b. will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - c. will cancel the funding allocated to a contract if it determines at any time that representatives of the Procuring Entity - engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to remedy the situation; and
 - d. will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures, including suspending or barring a Tenderer in accordance with Sections fifty-five (55), fifty-six (56) and fifty-seven (57) of the Public Procurement Act of 2011 and regulations 16, 17 and 18 of the Public Procurement Regulations of 2020: (i) to be awarded a Public funded contract; and (ii) to be a nominated by sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Public funded contract. A Tenderer or supplier aggrieved by such a decision, may appeal in accordance with Section fifty-seven (57) of the Public Procurement Act of 2011.
- 3.2. In further pursuance of this policy, Tenderers shall permit the Government to inspect any accounts and records and other documents relating to the Tender submission and contract

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



performance, and to have them audited by auditors appointed by the Government.

3.3. Furthermore, Tenderers shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h).

4. Eligible
Tenderers

4.1. A Tenderer may be a natural person, private entity, or government-owned entity—subject to ITT 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise stated in the TDS, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

4.2. A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3. A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if :

- a. they have a controlling partner in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this Tender; or
- d. they have a relationship with each other directly that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- e. A Tenderer participates in more than one Tender in this Tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or
 - f. A Tenderer participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or
 - g. A Tenderer has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the contract.
- 4.4. A Tenderer that has been sanctioned by ESPPRA in accordance with the above ITT 3.1 (d), shall be ineligible to be awarded a Public funded contract, or benefit from a Public funded contract, financially or otherwise, during such period of time as the ESPPRA shall determine
- 4.5. A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations of 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations of 2020.
- 4.6. Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4.7. In case a prequalification process has been conducted prior to the Tendering process, this Tendering is open only to prequalified Tenderers.
- 4.8. Firms shall be excluded if:
- a. As a matter of law or official regulation, the Government prohibits commercial relations with that country, provided that Cooperating Partners involved are satisfied that such exclusion

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



does not preclude effective competition for the supply of goods or related services required; or

- b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Government prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible
Materials,
Equipment and
Services

- 5.1. The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITT 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Hotel's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.
- 5.2. For purposes of ITT 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Tendering Document

6. Sections of
Tendering
Document

- 6.1. The Tendering Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II - Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tendering Forms
- Section V - Eligible Countries

PART 2 Requirements

- Section VI - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section VII - General Conditions (GC)

Section VIII - Special Conditions (SC)

Section IX - Contract Forms

- 6.2. The Invitation for Tenders issued by the Procuring Entity is not part of the Tendering Document.
- 6.3. The Procuring Entity is not responsible for the completeness of the Tendering Document and their Addenda, if they were not obtained directly from the source stated by the Procuring Entity in the Invitation for Tenders.
- 6.4. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document. Failure to furnish all information or documentation required by the Tendering Document may result in the rejection of the Tender.
7. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting
- 7.1. A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS or raise his inquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within a period given in the TDS. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Tendering Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2.
- 7.2. The Tenderer is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and 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.
- 7.3. The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit, but only upon the express

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



condition that the Tenderer, its personnel, and agents will release and indemnify the Procuring Entity 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.

- 7.4. The Tenderer's designated representative is invited to attend a pre-Tender meeting, if provided for in the TDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5. The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Procuring Entity not later than one week before the meeting.
- 7.6. Minutes of the pre-Tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3. Any modification to the Tendering Document that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting.
- 7.7. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tendering Document

- 8.1. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering Document by issuing addenda.
- 8.2. Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document from the Procuring Entity in accordance with ITT 6.3.
- 8.3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2

C. Preparation of Tenders

- | | |
|-------------------------------------|--|
| 9. Cost of Tendering | 9.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. |
| 10. Language of Tender | 10.1. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the TDS. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern. |
| 11. Documents Comprising the Tender | 11.1. The Tender shall comprise the following: <ul style="list-style-type: none">(a) Letter of Tender;(b) completed Schedules, in accordance with ITT 12 and 14, or as stipulated in the TDS;(c) Tender Security or Tender Securing Declaration, in accordance with ITT 19;(d) alternative Tenders, at Tenderer's option and if permissible, in accordance with ITT 13;(e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2;(f) documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the contract;(g) Technical Proposal in accordance with ITT 16;(h) In the case of a Tender submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and(i) Any other document required in the TDS. |

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- | | |
|------------------------------------|---|
| 12. Letter of Tender and Schedules | <p>12.1. The Letter of Tender, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Tendering Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> |
| 13. Alternative Tenders | <p>13.1. Unless otherwise indicated in the TDS, alternative Tenders shall not be considered.</p> <p>13.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.</p> <p>13.3. When specified in the TDS pursuant to ITT 13.1, and subject to ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Document must first price the Procuring Entity's design as described in the Tendering Document and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the best-evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.</p> <p>13.4. When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the TDS and described in Section VI (Procuring Entity's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p> |
| 14. Tender Prices and Discounts | <p>14.1. The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Schedules shall conform to the requirements specified below.</p> <p>14.2. The Tenderer shall submit a Tender for the whole of the works described in ITT 1.1 by filling in prices for all items of the Works, as identified in Section IV, Tendering Forms. In case of admeasurement contracts, the Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.</p> |

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Items against which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 14.3. The price to be quoted in the Letter of Tender shall be the total price of the Tender, excluding any discounts offered.
- 14.4. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Tender, in accordance with ITT 12.1.
- 14.5. If so indicated in ITT 1.1, Tenders are invited for individual contracts or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.3, provided the Tenders for all contracts are submitted and opened at the same time.
- 14.6. Unless otherwise provided in the TDS and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Tendering Forms) and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender price submitted by the Tenderer.

15. Currencies of
Tender and
Payment

- 15.1. The currency(ies) of the Tender shall be as **specified in the TDS.**

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- 15.2. Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.
16. Documents
Comprising the
Technical
Proposal
- 16.1. The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Tendering Forms), in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work requirements and the completion time.
17. Documents
Establishing the
Qualifications of
the Tenderer
- 17.1. To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV (Tendering Forms).
- 17.2. Domestic Tenderers, individually or in joint ventures, applying for eligibility for a 7½-percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITT 33.
18. Period of Validity
of Tenders
- 18.1. Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by the Procuring Entity. A Tender valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.
- 18.3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



initial Tender validity, the Contract price shall be adjusted by a factor specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction.

19. Tender Security
- 19.1. Unless otherwise specified in the TDS, the Tenderer shall furnish as part of its Tender, in original form, either a Tender Securing Declaration or a Tender security **as specified in the TDS**. In the case of a Tender security, the amount shall be as specified **in the TDS**.
- 19.2. A Tender Securing Declaration shall use the form included in Section IV Tendering Forms.
- 19.3. If a Tender security is specified pursuant to ITT 19.1, the Tender security shall be, at the Tenderer's option, in any of the following forms:
- (a) an unconditional guarantee, issued by a bank *or surety*;
 - (b) an irrevocable letter of credit;
 - (c) another security **indicated in the TDS**.
- from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity's Country. In the case of a bank guarantee, the Tender security shall be submitted either using the Tender Security Form included in Section IV (Tendering Forms) or in another substantially similar format approved by the Procuring Entity prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 19.4. Any Tender not accompanied by an enforceable and substantially compliant Tender security or Tender Securing Declaration, if required in accordance with ITT 19.1, shall be rejected by the Procuring Entity as nonresponsive.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- 19.5. If a Tender security is specified pursuant to ITT 19.1, the Tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITT 41.
- 19.6. If a Tender security is specified pursuant to ITT 19.1, the Tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
- 19.7. The Tender security may be forfeited or the Tender Securing Declaration executed:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, except as provided in ITT 18.2 or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 40; or
 - (ii) furnish a performance security in accordance with ITT 41.
- 19.8. The Tender Security or the Tender Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been constituted into a legally-enforceable JV, at the time of Tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITT 4.1.
- 19.9. If a Tender security is not required in the TDS, and
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender Form, except as provided in ITT 18.2, or
 - (b) if the successful Tenderer fails to: sign the Contract in accordance with ITT 40; or furnish a performance security in accordance with ITT 41;

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



the Procuring Entity may, if provided for in the TDS, declare the Tenderer disqualified to be awarded a contract by the Procuring Entity for a period of time as stated in the TDS.

20. Format and
Signing of
Tender

- 20.1. The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "Original". Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "Alternative". In addition, the Tenderer shall submit copies of the Tender in the number specified in the TDS, and clearly mark each of them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 20.3. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and
Marking of
Tenders

- 21.1. Tenderers may always submit their Tenders by mail or by hand. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:
- (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as "Original", "Alternative" and "Copy." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITT sub-Clauses 22.2 and 22.3.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



(b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2. The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Procuring Entity as provided in the TDS pursuant to ITT 22.1;
- (c) bear the specific identification of this Tendering process indicated in accordance with ITT 1.1; and
- (d) bear a warning not to open before the time and date for Tender opening.

21.3. If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for
Submission of
Tenders

22.1. Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated in the TDS.

22.2. The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1. The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal,
Substitution,
and Modification
of Tenders

24.1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and
- (b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2. Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

25. Tender Opening 25.1. The Procuring Entity shall open the Tenders in public at the address, date and time specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

25.2. First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked "Modification" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders and indicating whether there is a modification; the presence of a Tender security or Tender securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1.
- 25.4. The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

E. Evaluation and Comparison of Tenders

26. Confidentiality
- 26.1. Information relating to the examination, evaluation, comparison, and post qualification of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- 26.2. Any attempt by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 26.3. Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it may do so in writing.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



27. Clarification of Tenders
- 27.1. To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 31.
- 27.2. If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.
28. Deviations, Reservations, and Omissions
- 28.1. During the evaluation of Tenders, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Tendering Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.
29. Determination of Responsiveness
- 29.1. The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT11.
- 29.2. A substantially responsive Tender is one that meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- ii. limit in any substantial way, inconsistent with the Tendering Document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3. The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Procuring Entity's Requirements) have been met without any material deviation, reservation or omission.

29.4. If a Tender is not substantially responsive to the requirements of the Tendering Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1. Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformities in the Tender.

30.2. Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3. Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).

31. Correction of
Arithmetical
Errors

31.1. Provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if 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; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2. If the Tenderer that submitted the best-evaluated Tender does not accept the correction of errors, its Tender shall be declared non-responsive.

32. Conversion to
Single Currency

32.1. For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS.

33. Margin of
Preference

33.1. A margin of preference shall not apply, unless otherwise specified in the TDS.

33.2. Domestic Tenderers shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 7½ percent margin of preference in the comparison of their Tenders with those of Tenderers who do not qualify for the preference. They should:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- (a) be registered within the country of the Procuring Entity's country;
- (b) have majority ownership by nationals of the country of the Procuring Entity's country;
- (c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.

33.3. The following procedure shall be used to apply the margin of preference:

- (a) Responsive Tenders shall be classified into the following groups:
 - i. Group A: Tenders offered by domestic Tenderers and joint ventures meeting the criteria of ITT Sub-Clause 33.2; and
 - ii. Group B: all other Tenders.
- (b) For the purpose of further evaluation and comparison of Tenders only, an amount equal to 7½ percent of the evaluated Tender prices determined in accordance with ITT Sub-Clause 33.2 shall be added to all Tenders classified in Group B.

34. Evaluation of Tenders

- 34.1. The Procuring Entity shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2. To evaluate a Tender, the Procuring Entity shall consider the following:
 - (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- (c) price adjustment due to discounts offered in accordance with ITT 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;
 - (e) adjustment for nonconformities in accordance with ITT 30.3;
 - (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);
- 34.3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.
- 34.4. If this Tendering Document allows Tenderers to quote separate prices for different contracts, and to award multiple contracts to a single Tenderer, the methodology to determine the best-evaluated price of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III (Evaluation and Qualification Criteria).
- 34.5. If the Tender for an admeasurement contract, which results in the best-evaluated Tender Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Procuring Entity, the Procuring Entity 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. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Tenderer under the Contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- | | |
|---|--|
| 35. Comparison of Tenders | 35.1. The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 34.2 to determine the best-evaluated Tender. |
| 36. Qualification of the Tenderer | <p>36.1. The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best-evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>36.2. The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17.1.</p> <p>36.3. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next best-evaluated Tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.</p> |
| 37. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders | 37.1. The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. |

F. Award of Contract

- | | |
|---------------------------|--|
| 38. Award Criteria | 38.1. Subject to ITT 37.1, the Procuring Entity shall award the Contract to the Tenderer whose offer has been determined to be the best-evaluated Tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. |
| 39. Notification of Award | 39.1. Prior to the expiration of the period of Tender validity, the Procuring Entity shall notify the successful Tenderer, in writing, via the Letter of Acceptance included in the Contract Forms, that its Tender has been accepted. At the same time, the Procuring Entity shall also notify all other Tenderers of the results of the Tendering, and shall publish in Agency's website the results |

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



identifying the Tender and lot numbers and the following information: (i) name of each Tenderer who submitted a Tender; (ii) Tender prices as read out at Tender Opening; (iii) name and evaluated prices of each Tender that was evaluated; (iv) name of Tenderers whose Tenders were rejected and the reasons for their rejection; and (v) name of the winning Tenderer, and the Price it offered, as well as the duration and summary scope of the contract awarded.

39.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3. The Procuring Entity shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT 39.1, requests in writing the grounds on which its Tender was not selected.

40. Standstill Period 40.1. The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

40.2. Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

41. Signing of Contract 41.1. Promptly upon notification, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

41.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

42. Debriefing by the Procuring Entity 42.1. On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 39, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- 42.2. Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.
43. Publication of Procurement Contract
- 43.1. Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded on the Website of the Agency. At the minimum, the notice shall contain the following information:
- (a) Name and address of the Procuring Entity;
 - (b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - (c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - (d) Dates of signature, commencement and completion of contract;
 - (e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.
44. Performance Security
- 44.1. Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the conditions of contract, subject to ITT 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Procuring Entity. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in the Procuring Entity's Country.
- 44.2. Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Procuring Entity may award the Contract to the next best-

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



evaluated Tenderer whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

44.3. The above provision shall also apply to the furnishing of a domestic preference security if so required.

45. Adjudicator

45.1. The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

46. Procurement
Related
Complaints and
Administrative
Review

46.1. The procedures for making a Procurement-related Complaint are as specified in the TDS.

An application for administrative review shall be made in accordance with section 48 and 49 of the Act, 2011 using the form provided on the Agency's website <https://www.esppra.co.sz>

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section IV - Tender Data Sheet (TDS)

A. Introduction

ITT 1.1	The Procuring Entity is THE PIGGS PEAK HOTEL
ITT 1.1	<p>The name of the Tendering process is: GLASS WALK WAY AND GUTTER RECONDITIONING</p> <p>The identification number of the Tendering process is: PPH2023/001</p> <p>The number and identification of lots comprising this Tendering process is: NONE.</p>
ITT 2.1	The Procuring Entity is: THE PIGGS PEAK HOTEL
ITT 2.1	The name of the Project is: GLASS WALK WAY AND GUTTER RECONDITIONING
ITT 4.1(a)	The individuals or firms in a JV, <i>SHALL</i> be jointly and severally liable.

B. Tendering Documents

ITT 7.1	<p>For <u>clarification purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: PROCUREMENT OFFICER</p> <p>Street Address: KING MSWATI II HIGHWAY</p> <p>Floor/Room number: NONE</p> <p>City: PIGGS PEAK</p> <p>ZIP Code: H100</p> <p>Country: KINGDOM OF ESWATINI</p> <p>Telephone: 2437 8800</p> <p>Facsimile number: NONE</p> <p>Electronic mail address: tenders@piggspeakhotel.co.sz</p> <p>Requests for clarification should be received by the Procuring Entity no later than: FRIDAY 15 SEPTEMBER 2023.</p>
----------------	---

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



ITT 7.4	<p>A Pre-Tender meeting SHALL take place. Pre-Tender meeting will take place at the following date, time and place:</p> <p>Date: MONDAY 11 SEPTEMBER 2023</p> <p>Time: 11:00 AM</p> <p>Place: PIGGS PEAK HOTEL</p>
----------------	--

C. Preparation of Tenders

ITT 10.1	The language of the Tender is: ENGLISH LANGUAGE
ITT 11.1 (b)	<p>The following schedules shall be submitted with the Tender:</p> <p>PRICED BILL OF QUANTITY</p> <p>UNIT RATE COST.</p>
ITT 11.1 (i)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ul style="list-style-type: none"> a. Certified Copy of Trading License b. Certified copy of Tax compliance certificate c. Company Form J and C d. Labour compliance certificate e. Construction Industry Council certificate f. Police clearance for directors g. Trade references (letters) at least two
ITT 13.1	Alternative Tenders SHALL NOT permitted.
ITT 13.2	Alternative times for completion SHALL NOT permitted.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



ITT 13.4	Alternative technical solutions shall NOT be permitted.
ITT 14.6	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract.
ITT 15.1	<p><i>[Choose one of the following options as appropriate.]</i></p> <p>The prices shall be quoted by the Tenderer in: EMALANGENI currency. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entity's country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Tender price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV (Tendering Forms).</p>
ITT 18.1	The Tender validity period shall be: NINTEY DAYS (90) days.
ITT 19.1	<p><i>[Choose one of the following options as appropriate.]</i></p> <p>The Tenderer shall furnish a Tender Securing Declaration.</p>
ITT 19.3 (d)	NONE
ITT 20.1	<p>In addition to the original of the Tender, the number of copies is: TWO COPIES:</p> <p>ONE HARD COPY FOR BOTH TECHNICAL & FINANCIAL TENDER</p> <p>ONE SOFT COPY.</p>
ITT 20.2	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall indicate: POWER OF ATTORNEY</p> <p>SIGNED BY ALL PARTIES IN THE CASE OF A JOINT VENTURE.</p>

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



D. Submission and Opening of Tenders

ITT 21.1	Tenderers SHALL NOT have the option of submitting their Tenders electronically.
ITT 21.1 (b)	If Tenderers shall have the option of submitting their Tenders electronically, the electronic Tendering submission procedures shall be: <i>NONE</i>
ITT 22.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: SECRETARY TO TENDER BOARD. Street Address: KING MSWATI II HIGHWAY Floor/Room number: NONE City: PIGGS PEAK ESWATINI The deadline for Tender submission is: Date: TUESDAY 26 SEPTEMBER 2023 Time: 11:00
ITT 25.1	The Tender opening shall take place at: Street Address: KING MSWATI II HIGHWAY Floor/Room number: 04 City: PIGGS PEAK ESWATINI Date: TUESDAY 26 SEPTEMBER 2023 Time: 11:01
ITT 25.1	If electronic Tender submission is permitted in accordance with ITT 21.1, the specific Tender opening procedures shall be: <i>NOT PERMITTED</i>

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



E. Evaluation and Comparison of Tenders

ITT 32.1	<p><i>[Pursuant to ITT 15.1, choose one of the following options as appropriate.]</i></p> <p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: EMALANGENI (SZL CURRENCY)</p> <p>The source of exchange rate shall be: CENTRAL BANK OF ESWATINI.</p> <p>The date for the exchange rate shall be: 01 OCTOBER 2023</p>
ITT 33.1	<p><i>A margin of preference SHALL NOT apply.</i></p>
ITT 45.1	<p>The Adjudicator proposed by the Procuring Entity is: <i>NONE</i></p>
ITT 46.1	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://www.esppra.co.sz</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: <i>[email]</i> or <i>[email]</i></p> <p>For the attention: LEONARD SHONGWE Title/position: <i>ACTING GENERAL MANAGER</i> Procuring Entity: PIGGS PEAK HOTEL Email address: tenders@piggspeakhotel.co.sz</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section V –Bid Evaluation

1. The Procuring Entity shall evaluate all bids received at three levels:
 - a. Preliminary stage where the bids received shall be examined to determine if the tender are complete and responsive to the basic requirements of this tender invitation document. the documents requested as per TDS 11.1. (i) shall be examined. failure to submit any of the required documents shall render the bid non responsive and shall not be considered for further evaluation.
 - b. Technical evaluation shall only occur where bidders has demonstrated that they are responsive asper the requirements of the preliminary evaluation. for the purposes of the Technical evaluation, bidders are required to fully complete and submit all the forms in accordance with section IV of this tender invitation document. Evaluation of the technical tender shall be on a pass or fail basis, bidders must demonstrate the capability and capacity to undertake the project to completion.
2. The following shall be examined closely:

EVALUATION CRETERIA

AWARD CRETERIA

- | | |
|---|-----------|
| a. Past performance of works of similar scope and complexity. Bidder must mention at least Six (06) works with contract amounts. FORM TECH 02 | PASS/FAIL |
| b. Qualification of key staff earmarked for this assignment; bidder's foremen/supervisor must have at least Diploma qualification in any construction related qualification. FORM TECH 01 | PASS/FAIL |
| c. Clear project implementation methodology for the implementation of the works. Taking into consideration the operations of the Hotel and the need for scaffolding. FORM TECH 03 | PASS/FAIL |
| d. A detailed work plan with clear program of works with implementation timelines. shorter implementation timelines shall be more favorable. FORM TECH 04 | PASS/FAIL |
3. Bidders must obtain a PASS on all four set criteria to be considered for Financial Evaluation.
 4. Financial Evaluation shall only compare the quoted amounts for all bidders who passed the Technical evaluation. The lowest bidder shall be awarded.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section VI –Technical Tender Submission Format

{Service Provider Letter head,
Date}

To: The Acting General Manager
Piggs Peak Hotel
PO Box 385
Piggs Peak

Dear Sirs:

We, the undersigned, offer to provide the required services for **[Insert title of assignment]** in accordance with your Request for Tenders (RFT) dated **[Insert Date]** and our Tender. We are hereby submitting our Tender, which includes this Technical Tender and a Financial Tender

We hereby declare that:

- a. All the information and statements made in this Tender are true and we accept that any misinterpretation or misrepresentation contained in this Tender may lead to our disqualification by the Hotel.
- b. Our Tender shall be valid and remain binding upon us for the period of time specified in the instruction to Suppliers section.
- c. We have no conflict of interest in accordance with this document.
- d. We meet the eligibility requirements as stated in this document.
- e. The prices offered herewith in our tender financial document have been reached into independence without consultation and/or agreement with other service providers for the purposes of price fixing, collusion or corrupt practices.
- f. We, along with any of our sub-Suppliers, subcontractors, Suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Eswatini Public Procurement Regulatory Agency
- g. Our Tender is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Tender is accepted and the Contract is signed, to deliver the product with the required timelines.

We understand that the Hotel is not bound to accept any tender nor the lowest tender that is received.

We remain,

Yours Sincerely, _

Signature (of Supplier's authorized representative) {In full and initials}:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



TECHNICAL PROPOSAL FORMS

1. FORM- TECH 01 – CURRICULUM VITEA (CVS) OF KEY STAFF

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



2. FORM TECH 02 – PAST EXPERIENCE

PAST PERFORMANCE AND PROJECTS UNDERTAKEN IN THE PAST THREE (03) YEARS

In addition to the letters of reference required in this document, Service providers must demonstrate their experience and showcase the names of similar projects undertaken in the past three years (mention at least six (06)).

S/N	Name of Client	Project Value	Project Year	Project Status
01	(Insert name of company)	In Emalangeneni (E)	From 20XX -20XX	Completed/on going
02				
03				
04				
05				
06				

3. FORM TECH 03 –PROJECT IMPLEMENTATION METHODOLOGY AND WORK PLAN

Service Providers must provide a clear methodology for the works to be done in this project from start to completion. INCLUDING, the equipment to be utilized.

4. FORM TECH 04 –PROJECT IMPLEMENTATION WORK PLAN

A Gantt chart program can be used to outline the timelines and activities of the project.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section VII - Financial Tender Submission Format

{Service Provider
Letter head, Date }

To: The Acting General Manager
Piggs Peak Hotel
PO Box 385
Piggs Peak

Dear Sirs:

We, the undersigned, offer to provide the required services for **GLASS WALK-WAY AND GUTTER RE-CONDITIONING**) IN accordance with your Request for Tender dated [*Insert Date*] and our Technical Tender.

Our attached Financial/Quotation is for the entire project as specified in your Request for tender invitation document. The Unit prices are inclusive of all taxes and shall be valid for a period of 90 days from date of opening of this tender.

We understand you are not bound to accept the lowest or any Tender you receive.

We remain,

Yours sincerely,

Signature (of Supplier's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



FORM FIN 01 –FORM OF TENDER

Bidders are requested to submit their financial proposal using the template provided in this section, financial proposals must be submitted on a formal company letter head:

All the information provided in the BOQ in section I of this document must be summarised herewith.

QNTY	DESCRIPTION	PRICE EXCL	TOTAL
1	<u>Supply & Install shatterproof glass</u>		
2	<u>Supply & Install metal water gutter</u>		
3	<u>Supply & Install Window openings</u>		
	Other Expenses (Specify other expenses)		
	Transport		
Sub Total			
VAT			
Total supplied and fitted			

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



FORM OF TENDER - TENDER ELIGIBILITY DECLARATION

{Service Provider Letter head,
Date}

To: The Acting General Manager
Piggs Peak Hotel
PO Box 385
Piggs Peak

Dear Sirs:

RE: TENDER ELIGIBILITY DECLARATION

I/We the directors of the above-mentioned company hereby declare that we are eligible to participate in the above-mentioned Public Procurement tender as per section 40 of the Public Procurement Act 2011.

We further declare that we are not Politicians and or Public Officers as described by the Public Procurement Act 2011

We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled and contracts awarded shall be terminated immediately.

We understand you are not bound to accept the lowest or any tender you receive.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



FORM OF TENDER –SECURING DECLARATION

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

Tender No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with Government for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

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

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



SECTION EIGHT:

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
- d) "The Services" means those services ancillary to the supply of the Works, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) "The Procuring Entity" means the Piggs Peak Hotel and Casino, an organization purchasing the Works.
- f) "The Supplier" means the individual or firm supplying the Works and Services under this Contract.

2. APPLICATION

2.1 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. STANDARDS

3.1 The Works supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Works' country of origin. Such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Works or any part thereof.

6. PACKING

6.1 The Supplier shall provide such packing of the Works as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Works' final destination and the absence of heavy handling facilities at all points in transit.

6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

7. DELIVERY AND DOCUMENTS

7.1 Delivery of the Works shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



documents to be furnished by the Supplier shall be specified in the Contract.

- 7.2 For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

8. INSURANCE

- 8.1 The Works supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

9. TRANSPORTATION

- 9.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Works and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. 9.2 Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Swaziland, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

- 9.2 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Swaziland, defined as the Project Site, transport to such place of destination in Swaziland, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

10. WARRANTY

- 10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



that may develop under normal use of the supplied Goods in the conditions prevailing in Swaziland.

- 10.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- 10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

11. PAYMENT

- 11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.
- 11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- 11.3 Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

12. PRICES

- 12.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender.
- 12.2 All such prices shall be valid and fixed for a period of one (01) year

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



13. DELAYS IN THE SUPPLIER'S PERFORMANCE
- 13.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.
- 13.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 13.3 Except as provided under Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 13.2 without the application of liquidated damages.
14. TERMINATION FOR DEFAULT
- 14.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to Clause 17; or
 - b) if the Supplier fails to perform any other obligation(s) under the Contract.
- 14.2 19.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 18.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



15. FORCE MAJEURE

- 15.1 Notwithstanding the provisions of Clauses 17, 18 and 19, the Supplier shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Swaziland.

17. TAXES AND DUTIES

The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section VIII. Special Conditions of Contract

A. General	
Procuring Entity	The Procuring Entity is THE PIGGS PEAK HOTEL, PO BOX 835 PIGGS PEAK, REPRESENTED BY MR. LEONARD SHONGWE.
Completion date	The Intended Completion Date for the whole of the Works shall be 30 OCTOBER 2023
Project Manager	The Project Manager is MAINTENANCE SUPERVISOR SHALL BE THE PROJECT MANAGER.
Site	The Site is located at PIGGS PEAK and is defined in drawings No. 01
Start date	The Start Date shall be 15 OCTOBER 2023
Tender Name	The Works consist of GLASS REPLACEMENT AND GUTTER RECONDITIONING.
Components	Sectional Completions are:NONE
Documents	The following documents also form part of the Contract: TECHNICAL DRAWINGS AND BOQ
Language	The language of the contract is ENGLISH LANGUAGE The law that applies to the Contract is the law of THE KINGDOM OF ESWATINI
Delegation	The Project manager MAY delegate any of his duties and responsibilities.
Schedule	Schedule of other contractors: NONE
Insurance	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: NONE. (b) For loss or damage to Equipment: NONE. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract NONE. (d) for personal injury or death:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



	(i) of the Contractor's employees: NONE. (ii) of other people: NONE.
Site Data	Site Data are: NONE
Site Possession	The Site Possession Date(s) shall be: PIGGS PEAK HOTEL, 15 OCTOBER 2023.
B. Time Control	
Program	The Contractor shall submit for approval a Program for the Works within [02] days from the date of the Letter of Acceptance.
Program submission	The period between Program updates is [04] days. The amount to be withheld for late submission of an updated Program is E500.00 PER DAY.
C. Quality Control	
Defects Liability	The Defects Liability Period is: 12 MONTHS.
D. Cost Control	
Currency	The currency of the Procuring Entity's country is: SZL EMALANGENI.
Retention	The proportion of payments retained is: 5 %

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.

