



“The Lord Is My Shepherd”

Good Shepherd Catholic Hospital & College of Health Sciences

Invitation To Tender (ITT) Document for the Procurement of Works

Procurement Method:	Open Tender
Subject of Procurement:	Construction of Patient Walkway & Shelter
Procurement Reference Number:	GSCHCHS01 of 2025/26
Date of Issue:	11 July 2025
Participation:	National

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LIST OF ACRONYMS

TDS	Tender Data Sheet
TS	Tender Security
TSD	Tender Securing Declaration
ESHS	Environmental, Social, Health and Safety
GCC	General Conditions of the Contract
ITT	Instruction to Contractors.
JV	Joint Venture
PE	Procuring Entity
STD	Standard Tender Document
SCC	Special Conditions of the Contract
SOR	Statement of Requirements.
TCS	Technical Compliance Selection

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Good Shepherd Catholic Hospital

and
College of Health Sciences



“The Lord is My Shepherd”



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TENDER NOTICE

OPEN TENDERING WITHOUT PRE-QUALIFICATION

11 July 2025

Construction of Patient Walkway & Shelter – GSCHCHS01 of 2025/26

1. Good Shepherd Catholic Hospital has allocated funds to be used for the acquisition of Construction of Patient Walkway & Shelter.
2. The Entity invites sealed Tenders from eligible Contractors for the provision of the above works.
3. Tendering shall be conducted in accordance with the procedures contained in the Public Procurement Act of 2011 and the Regulations of 2020.
4. Interested eligible Contractors may obtain further information about the tender document from this email address tenders@gsh.org.sz.
1. The Tender document which has been prepared in English may be obtained by interested Contractors at 8(b) upon payment of a non-refundable fee of E500.00. The method of payment will be through EFT or direct deposit to this bank account **Good Shepherd Catholic Church & College of Health Science, First National Bank ACC:62402638863 Branch Code 283064 Siteki** with effect from publication of this tender.
5. Tenders must be delivered to the address indicated below at 8(c) at or before 19/08/2025 12pm. All Tenders must be accompanied by a Tender security of **E10 000.00**. Tender securities must be valid until 15 January 2026. Late Tenders shall be rejected. Tenders will be opened in the presence of the Contractors' representatives who choose to attend at the address below at 8(d) at 19/08/2025 shortly after 12pm
6. There shall be a site visit at Good Shepherd Catholic Hospital on the dates indicated in the proposed schedule in this notice.
7. Address and Contact Details:

(a)	Information about the tender may be accessed from:	tenders@gsh.org.sz Procurement Office, Good Shepherd Catholic Hospital, Siteki
(b)	Documents will be issued from:	www.esppra.co.sz
(c)	Tenders must be delivered to:	Good Shepherd Catholic Hospital

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		Siteki Main Reception Deposited in the Tender Box
(d)	Address of Tender opening:	Good Shepherd Catholic Hospital Siteki Main Boardroom

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Part 1: Section 1 Instructions to Tenderers

8. The Planned Procurement Schedule (subject to changes) is as follows:

Activity	Date
(a) Issue of invitation to tender letter	11 July 2025
(b) Pre-Tender meeting/ Site visits	All bidders have to mandatory visit the site on 18 July 2025 at 10:00 hours for them to qualify for bidding
(c) Tender closing date	19 August 2025
(d) Tender opening date	19 August 2025
(e) Evaluation process	19/08/2025 to 5 September 2025
(f) Notification and Publication of Notice of Intention to Award	Within 10 days after 5 September
(g) Contract Award	After expiry of 10 working days from issuance of the Notice of Intention to Award.

Signature:

Name: **Mat Senani Mabaso**

Position of Authorized Official: **Chairperson of the Tender Board**

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Section 1: Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Procuring Entity (PE), as defined in the Tender Data Sheet (TDS), invites Tenders for the construction of works, as described in the TDS. The name and procurement reference number of the Contract and number of lots in this Tender Document are provided in the TDS. The Instructions to Tenderers (ITT) should be read in conjunction with the TDS.
- 1.2 The successful Contractor will be expected to complete the works by the Intended Completion Date specified in the Special Conditions of Contract (SCC).
- 1.3 Throughout this Tender document:
 - (a) the “Contractor” means the service provider.
 - (b) “day” means calendar day unless specified as working day.
 - (c) “day works” means varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
 - (d) the “Employer” means the Procuring Entity.
 - (e) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender -based violence (GBV)), health and safety.
 - (f) “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

2. Source of Funds

- 2.1 The PE has an approved budget from [*Government funds, grants, donor funds etc.*] towards the cost of the procurement named in the TDS. The PE intends to use these funds to place a contract for which this Tender Document is issued.
- 2.2 Payments will be made directly by the PE and shall be subject to the terms and conditions of the resulting contract placed by the PE.

3. Corrupt and Fraudulent Practices

- 3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that PEs, as well as Contractors Sub- observe the highest standards of ethics during procurement and the execution of contracts.
 - (a) In pursuit of this policy, the Government of Eswatini defines for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means as any such practices under the code of ethics of the

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Part 1: Section 1 Instructions to Tenderers

procurement or process or the execution of a contract to the detriment of the procuring or disposing entity, and includes collusive practices among Contractors prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and to deprive the PE of the benefits of free and competitive competition;

- (b) The PE shall reject a recommendation for award if the Contractor recommended for award has engaged in corrupt or fraudulent practices; and
- (c) The Agency shall suspend a contractor from engaging in any public procurement proceedings for a stated period of time in accordance with the Procurement Act and the Regulations made under the Act, if the provider has engaged in corrupt or fraudulent practices.

3.2 In pursuit of the policy defined in ITT Sub-Clause 3.1, the PE may terminate a contract for works, if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PE or of a Contractor or sub-Contractor during the procurement or the execution of a contract.

3.3 In further pursuit of the policy defined in ITT Sub-Clause 3.1, the Agency requires representatives of both the PE and of Contractors and sub-Contractors to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Contractors and Providers as provided in the Tender forms shall be signed by the Contractor and submitted together with the other Tender forms.

3.4 Any communications between a Contractor and the PE related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the PE.

4. Eligible Contractors

4.1 A Contractor, and all parties constituting the Contractor, shall meet the following criteria to be eligible to participate in public procurement:

- (a) The Contractor has the legal capacity to enter into a contract with the PE;
- (b) The Contractor is not:
 - (i) Insolvent;
 - (ii) In receivership;
 - (iii) Bankrupt; or
 - (iv) Being wound up
- (c) The Contractor's business activities have not been suspended;
- (d) The Contractor is not the subject of legal proceedings for any of the circumstances in (b); and
- (e) The Contractor has fulfilled his or her obligations to pay taxes and social security contributions.
- (f) The Contractor is not a member of the Entity Tender Board or an employee of the Procuring Entity.

4.2 A Contractor may be a physical person or artificial person, such as an entity. A combination of persons can Tender if they have an agreement to form a Joint Venture (JV), Consortium or Association. Such a Tender shall include a Power of Attorney from each party authorizing a representative to conduct all business for and on behalf of the party during the Tender process, contract signature and contract execution. Each party to the JV, Consortium or Association shall be a signatory to the contract with the PE and shall be jointly and severally liable.

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Part 1: Section 1 Instructions to Tenderers

- 4.3 A Contractor, and all parties constituting the Contractor including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered 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 for any part of the Contract including related services.
- 4.4 A Contractor shall not have a conflict of interest. Any Contractor found to have a conflict of interest shall be disqualified. A Contractor may be considered to have a conflict of interest with one or more parties in this Tendering process, if the Contractor:
- (a) Has controlling shareholding with another Contractor; or
 - (b) Receives or has received any direct or indirect subsidy from another Contractor; or
 - (c) Has the same authorized representative for purposes of this tendering process as another Contractor; or
 - (d) Has a relationship with another Contractor, directly or through common third parties, that puts the Contractor in a position to have access to information about or influence the Tender of another Contractor, or influence the decisions of the PE regarding this tendering process; or
 - (e) Submits more than one Tender in this Tendering process, except for alternative Tenders permitted under ITT 19. However, this does not limit the participation of subcontractors in more than one Tender, or as Contractors and subcontractors simultaneously; or
 - (f) Is associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or is being proposed as Project Manager for the Contract. A Contractor that has been engaged by the PE to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to Tender.
- 4.5 A Contractor that is suspended by the Agency shall not be eligible to participate in the Tendering process.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and operate under commercial law.
- 4.7 Contractors shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
- 4.8 To establish eligibility in accordance with ITT 4, a Contractor shall complete the eligibility declarations in the Tender Submission Sheet, included in Section 4, Tender Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.
- 4.9 A Contractor whose circumstances in relation to eligibility change during a procurement process or during the implementation of a contract, shall immediately inform the PE.
- 4.10 All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5. Qualification of the Contractor

- 5.1 To establish its qualifications to perform the Contract, the Contractor shall complete and submit:
- (a) The Qualification Form provided in Section 4, Tendering Forms; and
 - (b) The information and documents stated in Section 3, Evaluation Methodology and Criteria.

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Part 1: Section 1 Instructions to Tenderers

- 5.2 The qualifications of the best evaluated Contractor will be assessed as part of a post-qualification in accordance with ITT 40.

6. Joint Ventures, Consortia and Associations

- 6.1 Tenders submitted by a JV, Consortium or Association shall include a copy of the Joint Venture, Consortium or Association Agreement signed by all parties to the Joint Venture, Consortium or Association Agreement.
- 6.2 In addition to the requirements under ITT 15.1, Tenders submitted by a joint venture, consortium or association of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TDS:
- (a) The Tender shall include all the information listed in Section 3, Evaluation Methodology and Criteria for each partner;
 - (b) The Tender shall be signed to be legally binding on all partners;
 - (c) All partners shall be jointly and severally liable for the implementation of the Contract in accordance with the Contract terms;
 - (d) One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and
 - (e) The implementation of the entire Contract shall be by the Joint Venture, consortium or association.

7. One Tender per Contractor

Each Contractor shall submit only one Tender, either individually or as a partner in a joint venture, consortium or association. A Contractor who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Tenders with the Contractor's participation to be rejected.

8. Cost of Tendering

The Contractor shall bear all costs associated with the preparation and submission of his Tender, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Site Visit and Pre-Tender Meeting

- 9.1 The Contractor, at the Contractor's own responsibility and risk, is encouraged to visit and examine the site of works and its surroundings and obtain 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 Contractor's own expense.
- 9.2 The Contractor and any of its authorized personnel or agents shall be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Contractor, its personnel, and agents will release and indemnify the PE 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.
- 9.3 If so indicated in the TDS, the PE will hold a pre-tender meeting or site visit at the time, date and location specified in the TDS to clarify issues and to answer questions on any matter that may be raised at that stage.

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Part 1: Section 1 Instructions to Tenderers

- 9.4 Contractors may submit any questions in writing to the Entity prior to the date of the meeting and may also orally raise questions at the meeting.
- 9.5 Minutes of the pre-tender meeting, if any was held, including the text of the questions asked by Contractors, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Contractors who have acquired the Tendering Documents. Any modification to the Tendering Documents that may become necessary as a result of the pre-Tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 12 and not through the minutes of the pre-Tender meeting. Unless otherwise indicated in the TDS, non-attendance at the site visit shall not cause disqualification of a Contractor.

10. Margin of Preference

- 10.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where the margin of preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

B. Tendering Document

11. Content of Tendering Document

- 11.1 The Tendering Document consists of Parts 1, 2, and 3, which includes all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 13.

PART 1 Tendering Procedures

- Section 1. Instructions to Contractors (ITT)
- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tendering Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC)
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

- 11.2 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tendering Documents, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tendering Documents.
- 11.3 The Contractor is expected to examine all instructions, forms, terms and specifications in the Tendering Document and to furnish with its Tender all information and documentation required by the Tendering Documents.

12. Clarification of Tendering Document

A Contractor requiring any clarification of the Tendering Document shall contact the PE in writing at the PE's address indicated in the TDS. The PE will respond in writing to any request for clarification, provided that such a request is received no later than the date indicated in the

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Tendering Document, including a description of the inquiry but without identifying its source. Should the PE deem it necessary to amend the Tendering Document as a result of a clarification, it shall do so following the procedure under ITT 13 and ITT 24.2.

13. Amendment of Tendering Document

- 13.1 Prior to the deadline for submission of Tenders, the PE may amend the Tendering Document by issuing an addendum.
- 13.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the PE.
- 13.3 To give Contractors reasonable time in which to take an addendum into account in preparing their Tenders, the PE shall extend the deadline for submission of Tenders by a reasonable period in the event that less than one third of the Tendering period remains after the issue date of the addendum. The PE may, at its discretion, extend the deadline for the submission of Tenders, where more than one third of the Tendering period remains after the date of issue of the addendum.

C. Preparation of Tenders

14. Language of the Tender and Communications

- 14.1 The Tender shall be in writing.
- 14.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Contractor and the PE, shall be written in English or unless otherwise specified in the TDS.
- 14.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation by a competent institution of the relevant passages to the language stated in the ITT Sub-clause 14.2. In which case, for purposes of interpretation of the Tender, such translation shall govern.

15. Documents Comprising the Tender

- 15.1 The Tender submitted by the Contractor shall comprise the following:
 - (a) The Tender Submission Sheet, in accordance with ITT 15.2;
 - (b) A Tender Security or a Tender Securing Declaration in accordance with ITT 20;
 - (c) Written confirmation authorising the signatory of the Tender to commit the Contractor, in accordance with ITT 22;
 - (d) Documentary evidence in accordance with ITT 4.8 establishing the Contractor's eligibility to Tender;
 - (e) A priced Activity Schedule or Bill of Quantities in accordance with ITT 16 and 17;
 - (f) The Qualification Form and Documents in accordance with ITT 5;
 - (g) Technical documentation (description of the proposed work method and schedule, including drawings and charts, as necessary) in accordance with ITT 16;
 - (h) The duly signed Code of Ethical Conduct for Contractors and Providers in accordance with ITT 3.3; and
 - (i) Any other document(s) required in the TDS.
- 15.2 The Contractor shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering Forms. This form must be completed without any alterations to its format, and

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no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

16. Technical Documentation

- 16 The Contractor shall furnish technical documentation including a statement of work, equipment, personnel, schedule and any other information as stipulated in Section 4, Tendering Forms, in sufficient detail to demonstrate the adequacy of the Contractor's proposal to meet the work's requirements and the completion time.

17. Tender Prices and Discounts

- 17.1 The prices and discounts quoted by the Contractor in the Tender Submission Sheet and in the Priced Activity Schedules or Bills of Quantities submitted by the Contractor shall conform to the requirements specified below.
- 17.2 The Contractor shall fill in rates and prices for all items of the works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment shall be applied in accordance with ITT 32.3.
- 17.3 The price to be quoted in the Tender Submission Sheet shall be the total price of the Tender, excluding any discounts offered. In the event that taxes are not exempt, the price must include any applicable taxes.
- 17.4 The Contractor shall quote any unconditional and conditional discounts in the Tender Submission Sheet.
- 17.5 The total Tender price shall be for the whole works based on the priced Activity Schedule or Bill of Quantities submitted by the Contractor.
- 17.6 The contract price or tender price quoted by the Contractor shall be subject to adjustment during the performance of the Contract if provided for in the SCC and the provisions of Clause 47 of the GCC.

18. Currencies of Tender and Payment

- 18.1 Tender prices for works and related services originating in and outside Eswatini shall be quoted in Eswatini Lilangeni unless authorised by a competent authority.
- 18.2 If authorised by the competent authority the Contractor shall utilise the rate of exchange specified in the TDS to express its offer. The source, date and type of exchange rate shall be indicated in ITT 36.
- 18.3 If authorised by the competent authority, Contractors shall indicate details of their expected foreign currency requirements in the Tender. Foreign currency requirements shall be indicated as a percentage of the Tender price (excluding provisional sums) and shall be payable at the option of the Contractor in up to two foreign currencies, unless otherwise stated in the TDS.
- 18.4 If authorised by the competent authority, Contractors may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum and in the SCC are reasonable and responsive to ITT 18.3.

19. Tender Validity

- 19.1 Tenders shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the PE as non-compliant while a Tender valid for a longer period

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than the date specified in the TDS shall not be rejected but shall only be valid until the date in the TDS.

- 19.2 The PE shall make its best effort to complete the procurement process within the duration of the validity period specified in the TDS. A PE must ensure the validity of Tenders, Tender securities and Tender securing declarations throughout the procurement process until contract signature.
- 19.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the PE may request Contractors to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 20, it shall also be extended for a period corresponding to the extension of the Tender validity. A Contractor may refuse to extend its Tender validity period without forfeiting its Tender Security or Tender Securing Declaration. A Contractor who extends the validity periods of its Tender and Tender security or Tender securing declaration shall not be required or permitted to modify its Tender.

20. Tender Security or Tender Securing Declaration

- 20.1 The Contractor shall furnish as part of its Tender either a Tender Security or a Tender Securing Declaration as specified in the TDS in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 20.2 If a Tender security is specified pursuant to ITT 20,1, the Tender security shall be a demand guarantee in the amount specified in the TDS and denominated in Eswatini Lilangeni or a freely convertible currency, and shall:
- (a) Be issued by a reputable financial institution selected by the Contractor from an eligible country. If the institution issuing the security is located outside Eswatini, it shall be enforceable through a financial institution located in Eswatini.
 - (b) Be in the form of the Tender security included in section 4, Tendering forms;
 - (c) Be discharged by the financial institution immediately upon written demand by the PE in case the conditions stated in the Tender security are invoked;
 - (d) Be included in the Tender and submitted in its original form - copies shall not be accepted.
- 20.3 The Tender Security or Tender Securing Declaration shall be submitted using the appropriate form included in Section 4, Tendering Forms and shall be valid until the date specified in the TDS.
- 20.4 Any Tender not accompanied by appropriate Tender Security or Tender Securing Declaration, shall be rejected by the PE as non-compliant.
- 20.5 The Tender Security of all Contractors shall be returned as promptly as possible once the successful Contractor has signed the contract and provided the required Performance Security and ESHS Performance Security where applicable.
- 20.6 The Tender Security or Tender Securing Declaration of a JV, Consortium or Association must be issued in the names of all their members or partners.
- 20.7 The Tender Security may be forfeited, or the conditions of the Tender Securing Declaration executed in the following circumstances:
- (a) If a Contractor withdraws its Tender during the period of Tender validity specified by the Contractor in the Tender Submission Sheet, or during any extension thereto;

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- (b) If a Contractor fails to accept the correction of its Tender price pursuant to ITT Sub-Clause 32.5; or
- (c) If the successful Contractor fails to:
 - (i) Sign the Contract in accordance with ITT 45;
 - (ii) Furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITT 46.2.

21. Alternative Tenders

- 21.1 Contractors shall submit offers that comply with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. Alternative Tenders shall not be permitted.

22. Format and Signing of Tender

- 22.1 The Contractor shall prepare one original of the documents comprising the Tender as described in ITT Clause 14 and clearly mark it "ORIGINAL." In addition, the Contractor 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.
- 22.2 The original and all copies of the Tender shall be signed by the Contractor in the event that he or she is a physical person personally submitting the Tender and in any other event by a person duly authorised to sign on behalf of the Contractor. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered with the competent authority and if signed outside Eswatini, shall be notarized. The Power of Attorney shall be submitted in the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be signed or initialed by the person authorized to sign the Tender.
- 22.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the PE, or as necessary to correct errors made by the Contractor, in which case such corrections shall be initialed by the person(s) signing the Tender.
- 22.4 In the case of Tenders submitted by a JV, Consortium or Association, each member or partner shall nominate a representative through the power of attorney to conduct all business on its behalf during the Tender preparation, Tendering process and contract execution in case of award of the contract. Each representative duly nominated through the power of attorney shall commit each respective member or partner by executing a JV, Consortium or Association agreement providing; that the parties shall jointly submit a Tender, naming the lead member or partner and authorizing the representative of the lead member or partner who was granted power of attorney to sign the Tender.
- 22.5 Any inter-lineation, 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

23. Sealing and Marking of Tenders

- 23.1 The Contractor shall enclose the original and each copy of the Tender, in separate sealed envelopes or packages, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes or packages containing the original and the copies shall then be enclosed in one

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single plain envelope or package securely sealed in such a manner that opening and resealing cannot be achieved undetected and shall be submitted as specified in the TDS.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Contractor;
- (b) Be addressed to the PE in accordance with ITT 23.1;
- (c) Bear the Procurement Reference number of this Tendering process; and
- (d) Bear a warning not to open before the time and date for Tender opening, in accordance with ITT 23.1.

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

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the PE at the address and no later than the date and time indicated in the TDS. When so specified in the TDS, Contractors shall have the option of submitting their Tenders electronically. Contractors submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

24.2 The PE may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 13, in which case all rights and obligations of the PE and Contractors previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

The PE shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 24. Any Tender received by the PE after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Contractor.

26. Withdrawal and Replacement of Tenders

26.1 A Contractor may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT 24.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITT 23 and 24 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” or “REPLACEMENT,” and
- (b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 24.1 shall be returned unopened to the Contractor.

26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Contractor in the Tender Submission Sheet or any extension thereof.

26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

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- 26.5 Contractors may only offer discounts to, or otherwise modify the prices of their Tenders, by withdrawing and replacing their Tender in accordance with this clause, or by including the discount in the original Tender submission in accordance with ITT 17.

27. Tender Opening

- 27.1 The PE shall conduct the Tender opening in the presence of Contractors' designated representatives who choose to attend, and at the address, date and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1 shall be as specified in the TDS.
- 27.2 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 Contractor. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.
- 27.3 All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening. The corresponding tender that is being replaced shall be returned unopened to the contractor.
- 27.4 Only envelopes or packages that are opened and read out at the Tender opening shall be evaluated.
- 27.5 All other envelopes shall be opened one at a time, reading out: the name of the Contractor; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration; and any other details as the Procuring Entity may consider appropriate. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT 25
- 27.6 The PE shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Contractor and whether there is a withdrawal and/or replacement; the total Tender price or the Tender price per lot if applicable, including any discounts; the presence or absence of a Tender Security or Tender Securing Declaration, and whether a Power of Attorney was submitted. The Contractors' representatives who are present shall be requested to sign the record. The omission of a Contractor's signature on the record shall not invalidate the contents and effect of the record. 27.7 The opened tenders shall immediately be taken to a secure location, where they shall be kept until the evaluation begins.

E. Evaluation of Tenders

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Contractors or any other persons not officially concerned with such process until information detailing the Best Evaluated Contractor is communicated to all Contractors.
- 28.2 Any attempt by a Contractor to influence the PE in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.

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- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract award, if any Contractor wishes to contact the PE on any matter related to the Tendering process, it should do so in writing.

29. Evaluation of Tenders

- 29.1 The PE shall use the criteria and methodologies listed in Section 3, Evaluation Methodology and Criteria. No other evaluation criteria or methodology shall be permitted. By applying the set criteria and methodology, the PE shall determine the Best Evaluated Tender.
- 29.2 If this Tendering document allows Contractors to quote separate prices for different lots, the methodology to determine the Best Evaluated Tender for a lot shall be as specified in Section 3, Evaluation Methodology and Criteria.

30. Clarification and Changes to Tenders

- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring Entity may, at its discretion, ask any Contractor for a clarification of its Tender, including breakdowns of unit rates or prices. Any clarification submitted by a Contractor that is not in response to a request by the PE shall not be considered. The PE's request for clarification and the Contractor's 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 PE in the evaluation of the Tenders, in accordance with ITT 32.
- 30.2 If a Contractor does not provide clarifications of its Tender by the date and time set in the PE's request for clarification, its Tender may be rejected.

31. Compliance and Responsiveness of Tenders

- 31.1 The PE's determination of a Tender's compliance and responsiveness is to be based only on the contents of the Tender itself with the exception of findings recorded in the Evaluation Report after a due diligence or post qualification.
- 31.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Tendering Document, the PE's rights or the Contractor's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Contractors presenting substantially compliant and responsive Tenders.
 - (d) Impacts the key factors of a procurement including cost, risk, time and quality and causes -
 - (i) Unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;
 - (ii) Unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

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- 31.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the PE and may not subsequently be made compliant and responsive by the Contractor by correction of the material deviation, reservation, or omission.

32. Nonconformities, Errors, and Omissions

- 32.1 Provided that a Tender is substantially compliant and responsive, the PE may waive any non-conformity or omission in the Tender that does not constitute a material deviation.
- 32.2 Provided that a Tender is substantially compliant and responsive, the PE may request that the Contractor submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the Tender related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Tender. Failure of the tender to comply with the request may result in the rejection of its Tender.
- 32.3 Provided that a Tender is substantially compliant and responsive, the PE shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.
- 32.4 Provided that the Tender is substantially compliant and responsive, the PE shall correct arithmetic errors on the following basis:
- (a) 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 PE 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.
- 32.5 If a Contractor does not accept the correction of errors, the Tender shall be rejected, and the Tender Security may be forfeited or conditions in the Tender Securing Declaration executed.

33. Stages of Evaluation: Using the Technical Compliance Selection Evaluation Method

The evaluation of a Tender for the procurement of works using the technical compliance evaluation method shall be conducted under the following stages:

34. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

- 34.1 The PE shall examine the legal documentation to establish the eligibility of the Contractors and to verify the validity and authenticity of the documents submitted by the Contractor.
- 34.2 If after the examination of eligibility, the PE determines that the Tender is not compliant, it shall reject the Tender with the exception of rectification of omissions in accordance with ITT 32.2.
- 34.3 The PE shall confirm that the following administrative compliance documents and information have been provided in the Tender. If any of these documents or information is

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missing or contrary to the requirements in the Tendering document, the Tender shall be rejected.

- (a) The Tender Submission Sheet duly signed by the authorized representative of the Contractor, including:
 - (i) A brief description of the works and related services offered;
 - (ii) The total price of the Tender; and
 - (iii) The appropriate duration of the Tender validity;
- (b) The Price Schedule;
- (c) A Power of Attorney in accordance with ITT 22.2; and
- (d) An authentic Tender Security or Tender Securing Declaration, whichever is applicable, in the appropriate form and amount.

34.4 Eligibility and administrative compliance shall be determined on a pass or fail basis and a Tender which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

35. Technical Evaluation

- 35.1 The PE shall examine the technical aspects of the Tender submitted in accordance with ITT 16, in particular, to confirm that all requirements of Section 6, Statement of Requirements (SoRs) have been met without any material deviation, reservation or omission.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Contractor's qualifications submitted by the Contractor, pursuant to ITT Clause 5, to clarifications in accordance with ITT Clause 30 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria.
- 35.3 If, after the examination of the terms, conditions and requirements, the PE determines that the Tender is not substantially responsive in accordance with ITT 31, it shall reject the Tender.

36. Currency and Exchange Rate

- 36.1 The currency that shall be used for evaluation purposes for all Tenders shall be Eswatini Lilangeni unless otherwise authorized by a competent authority.
- 36.2 The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than 21 days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

37. Financial Comparison of Tenders

- 37.1 The PE will evaluate and compare only the Tenders determined to be substantially responsive following Technical Evaluation in accordance with ITT 37.3.
- 37.2 To financially evaluate a Tender, the PE shall only use the criteria and methodologies defined in this clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 37.3 To financially compare Tenders, the PE shall:
 - (a) Correct any arithmetic errors in accordance with ITT 30.1;
 - (b) Apply any discounts offered in accordance with ITT 17;
 - (c) Make adjustments for any deviation that is not a material deviation in accordance with ITT 32;

(d) Convert all Tenders to a single currency in accordance with ITT 18;

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Part 1: Section 1 Instructions to Tenderers

- (e) Apply any margin of preference, in accordance with ITT 38;
 - (f) Determine the total evaluated price of each Tender.
- 37.4 The PE shall consider prices that appear to:
- (a) Be unbalanced;
 - (b) Show a misunderstanding of the requirements; or
 - (c) Be intended to front load earnings.
- 37.5 The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation, unless otherwise specified in Section 3, Evaluation Methodology and Criteria.
- 37.6 The estimated effect of any price adjustment conditions under Clause 47 of the GCC, during the period of implementation of the Contract, will not be taken into account in Tender evaluation, unless otherwise indicated in Section 3, Evaluation Methodology and Criteria.
- 38. Margin of Preference**
- 38.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 38.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:
- (a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*
 - (b) Group B: Foreign Company sub-contracting or partnering with a Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*
- 39. Determination of Best Evaluated Tender**
- The best evaluated Tender shall be the lowest priced Tender which is eligible, administratively and technically compliant to the requirements specified in the Tendering document.

F. Award of Contract

- 40. Award Procedure and Notice of Intention to Award**
- 40.1 An award decision by the relevant approvals authority is not a contract. The Contractor with the best evaluated Tender shall be awarded the contract following an adjudication by the relevant approvals authority.
- 40.2 The PE shall issue a Notice of Intention to Award within five (5) working days after the decision of the relevant approvals authority to all Contractors who participated in the Tendering process and the Agency for publication on its website
- 40.3 No contract shall be awarded within the period of ten (10) working days after the date of issuance of the Notice of Intention to Award.
- 40.4 Negotiations will only be held in exceptional circumstances as provided for under the Procurement Act.

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41. PE's Right to Accept any Tender and to Reject any or all Tenders

The PE reserves the right to accept or reject any Tender and to cancel the Tendering process at any time prior to contract award, without thereby incurring any liability, subject to adherence to Regulation 26 and 27. of the Public Procurement Regulations of 2020.

42. Confirmation of Award

An award shall be confirmed by acceptance of a Letter of Award by the contractor.

43. Signing and Effectiveness of Contract

43.1 On expiry of the ten (10) working day period after issuance of the letter of appointment to the best evaluated Contractor, the PE shall promptly sign a contract with the successful Contractor.

43.2 Failure by the successful Contractor to promptly sign the contract shall constitute sufficient ground for annulment of the contract award decision and forfeiture of the Tender Security or execution of the Tender Securing Declaration. In that event, the PE may award the Contract to the next best ranked Contractor whose Tender was evaluated at the financial comparison stage.

43.3 Effectiveness of the contract shall be subject to submission of a satisfactory performance security where applicable and any other conditions specified in the Contract.

43.4 A contract shall not be entered into by the Controlling Officer with a Contractor during the period of administrative review.

44. Debriefing of Contractors

44.1 The Contractor shall be provided with information on the reasons for the failure of its Tender after the notice of Intention to Award has been issued. The Procuring Entity shall give the Contractor a written debrief.

45. Performance Security

45.1 Within twenty-one (21) calendar days after signing of the contract, the successful Contractor shall where applicable, furnish to the PE a Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security if required in the TDS, in the amount stipulated in the SCC and in the form of an on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of the currencies of the Contract. The Performance Security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. Notwithstanding the foregoing and unless the acceptance of a performance security by the procuring entity would be in violation of the laws of Eswatini, a procuring entity shall not reject a performance security on the grounds that the performance security was not issued by the issuer in Eswatini, if the performance security and the issuer otherwise conform to the requirements prescribed in the invitation document.

45.2 Failure of the successful Contractor to submit the above-mentioned Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security, if required in the TDS, shall constitute sufficient ground for annulment of the contract award decision. In this case, or where the successful Contractor fails to sign the contract as stated in ITT Clause 43.2, the successful Contractor's Tender Security shall be forfeited, or the conditions of the Tender Securing Declaration shall be executed. In that event, the PE may award the contract to the next best ranked Contractor whose Tender was evaluated at the financial comparison stage.

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46. Procurement Related Complaints and Administrative Review

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

47. Abnormally Low and Abnormally High Prices

47.1 Abnormally Low Prices

47.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Contractor to perform the Contract for the offered price.

47.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analysis of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

47.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

47.2 Abnormally High Prices

47.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Contractors is compromised.

47.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Contractor on the reason for the high Tender price. The Procuring Entity shall proceed as follows:

- i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

47.2.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Contractors is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and copy ESPPRA, before re-inviting tenders.

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Section 2: Tender Data Sheet

Instructions to Contractors Reference	Data relevant to the ITT
ITT 1.1	The Procuring Entity is Good Shepherd Catholic Hospital & College of Health Sciences
ITT 1.1	The works consist of: Construction of Patient Walkway & Shelter
ITT 1.1	The Procurement Reference Number of the Contract is: GSCHCHS01 OF 2025/26
ITT 1.1	The number and identification of lots comprising this Tendering Document is: LOT 1 Construction of Patient Walkway & Patient Shelter The minimum and maximum number of lots a Contractor may Tender for is: ONE (1)
ITT 9.3	Good Shepherd Catholic Hospital & College of Health Sciences be holding a mandatory site visit. Site visit shall take place at: Location: Good Shepherd Catholic Hospital (In front of OPD Building Date: 18 July 2025 Time: 10am
ITT 9.5	Site visit <u>shall</u> be a mandatory requirement to qualify for bidding
ITT 12	For clarification purposes only, the Procuring Entity's address is: Attention: Secretary of the Tender Board Physical address: Good Shepherd Catholic Hospital, Procurement Office Telephone: 23436405 Email address: tenders@gsh.org.sz
ITT 12	The Procuring Entity will respond to any request for clarification provided that such request is received no later than 8 August 2025 .
ITT 14.2	The language of the Tender shall be English
ITT 15.1(i)	The Contractor shall submit with its Tender the following additional documents:

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1. Certified current and Valid Trading License

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Standard Tender Document for the Procurement of Works



Part 1: Section 2 Tender Data Sheet

	<ol style="list-style-type: none">2. Original Valid tax compliance certificate3 Certified Form J & C4. Colored copies of directors' IDs5. Certified valid ENPF Compliance certificate6. Certified Labor compliance certificate7. Valid registration certificate issued by the Construction Industry Council (CIC), category B58. GSCH&CHS copy of receipt for tender purchase (E500.00)9. Police clearance for all company directors.11. Company profile12. Reference letters (3)12. Signed Declaration of eligibility13. Original Copy of Tender Security (E10,000.00)
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Instructions to Contractors Reference	Data relevant to the ITT
	<p>ESHS Code of Conduct for Contractor's Personnel</p> <p>The Contractor shall submit its Code of Conduct that will apply to the Contractor's Personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract</p> <p>In addition, the Contractor shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Environment and Social Management Plan (ESMP)</p> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan that includes the Strategies and Implementation Plans described below:</p> <ul style="list-style-type: none"> • Traffic Management Plan to ensure safety of local communities from construction traffic • Water Resource Protection Plan to prevent contamination of drinking water] • Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts • Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit • Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan]. • Strategy for marking and respecting work site boundaries etc.

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Part 1: Section 2 Tender Data Sheet

Instructions to Contractors Reference	Data relevant to the ITT
ITT 18.2	The Authority for specifying rates of exchange shall be the Central Bank of Eswatini.
ITT 18.3	Foreign currency requirements shall not be payable in different foreign currencies
ITT 19.1	Tenders must be valid for 90 days
ITT 20.1	A Tender Security shall be required
ITT 20.2	The amount and currency of Tender Security shall be E10,000.00 (Eswatini Lilangeni) .
ITT 20.3	The Tender Security shall be valid until 15/01/2026
ITT 22.1	In addition to the original of the Tender, the number of copies required is: 3 copies
ITT 23.1	<p>For Tender submission purposes only, the Procuring Entity's address is: Attention: Chairperson of The Tender Board Physical Address: Good Shepherd Catholic Hospital, Main Reception , Tender Box.</p> <p>The outer package (or packages) shall be sealed, bear the name and address of the Employer as given in the ITT and be clearly marked:</p> <p style="text-align: center;">“The Construction of a Patient Walkway & Shelter and with a warning “NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION”</p>

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Part 1: Section 2 Tender Data Sheet

	The inner envelope shall indicate the name and address of the Tenderer with Technical proposal and tender price.
ITT 24.1	The deadline for Tender submission is: Date: 19 August 2025 Time : 12pm

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Part 1: Section 2 Tender Data Sheet

Instructions to Contractors Reference	Data relevant to the ITT
ITT 27.1	The Tender opening shall take place at: Physical Address: Good Shepherd Catholic Hospital, Main Boardroom Date: 19 August 2025 Time: Shortly after 12pm
ITT 38.1	A margin of preference shall not apply.
ITT 38.2	(a) The margin of preference for contractors in Group A shall be: <i>NOT APPLICABLE</i>
ITT 45.1	The successful Contractor shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security. <i>NOT APPLICABLE</i>
ITT 46.1	The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz If a Contractor wishes to make a procurement-related complaint, the Contractor shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: Title/position: Secretary of the Tender Board Procuring Entity: Good Shepherd Catholic Hospital & College of Health Sciences Email address: tenders@gsh.org.sz In summary, a procurement-related complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

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Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: GSCHCHS01 OF 2025/26

A. Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

2.1 The evaluation shall be conducted in four sequential stages –

- (a) A Preliminary Examination to determine the eligibility of Contractors and the administrative compliance of Tenders received;
- (b) A Technical Evaluation to determine the technical responsiveness of the eligible and compliant Tenders;
- (c) A Financial Comparison to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender; and
- (d) Post qualification to confirm whether the best evaluated Contractor has the capacity and resources to effectively execute the procurement.

2.2 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the Technical Evaluation stage.

B. Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined in accordance with ITT Clause 4; and

3.2 The documentation required to provide evidence of eligibility shall be:-

	Eligibility Requirement	Documentary Evidence to be Provided by the Contractor
(a)	The Contractor has legal capacity to enter into the contract	<ol style="list-style-type: none">(i) Certified copy of Certificate of Incorporation or Registration(ii) Certified valid Trading License for the current year(iii) Certified copy of Form J(iv) Certified copy of Form C(v) Signed Declaration of eligibility

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Part 1: Section 3 Evaluation Methodology and Criteria

(b)	The Contractor is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	i) A written declaration signed by the authorized representative of the Contractor ii) Company audited financials for 2 years
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Part 1: Section 3 Evaluation Methodology and Criteria

(c)	The Contractor has fulfilled its obligations to pay taxes	Original Tax Compliance Certificate for Tender
(d)	The Contractor has fulfilled its obligations to social security contributions	Certified copy of Eswatini National Provident Fund Compliance Certificate
(e)	The Contractor adheres to basic labour legislation	Certified copy of Labour Compliance Certificate
(f)	The Contractor does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorized representative of the Contractor
(g)	The Contractor, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	A Certificate or Letter of Good Conduct Issued by a Construction Industry Council Police clearance
(f)	The Contractor is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a Contractor or supplier currently subject to suspension	A written declaration signed by the authorized representative of the Contractor

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Part 1: Section 3 Evaluation Methodology and Criteria

3.3 For Joint Venture or Consortiums or Associations;

- a) A registered Power of Attorney from each member or partner if drawn and signed in Eswatini; or a notarised Power of Attorney if drawn and signed outside Eswatini, nominating a representative to conduct all business on its behalf during the Tender preparation, Tendering process and contract execution in case of award of the contract.
- b) The documentation in Section 3.2 for each member or partner and a copy of the Joint Venture / Consortium / Association Agreement which is legally binding on all partners or members stating that:
 - (i) The partners or members shall jointly submit a Tender;
 - (ii) One of the parties will be nominated as lead member or partner to act for and on behalf of all members or partners;
 - (iii) The authorized representative of the lead member or partner who was granted power of attorney shall sign the Tender;
 - (iv) In the event that the Tender is successful, the contract shall be executed in the name of the Joint Venture (JV), Consortium or Association and each member or partner shall sign the contract agreement; and
 - (v) All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance criteria shall be conducted in accordance with ITT Clause 34.3.

C. Technical Evaluation Criteria

5. Assessment of Responsiveness

5.1 The assessment of responsiveness will consider the following criteria:

- (a) Acceptance of the conditions of the proposed contract;
- (b) Acceptable completion schedule;
- (c) Acceptability of the proposed program (work method and schedule), including relevant drawings and charts.

6. Mobilization

Evaluation of the responsiveness of the Tender to the technical requirements will include an assessment of the Contractor's capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Statement of Requirements).

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Part 1: Section 3 Evaluation Methodology and Criteria

6.1 Personnel and Equipment

A. Personnel

The Contractor must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	General Work Experience (years)	Experience in Similar Works (years)
1.	Director	5 years	2 years
2.	Site Agent	5 years	2 years
3.	SHEQ Officer	3 years	2 years
4.	Foreman	5 years	2 years
5.			
6.			
7.			
8.			
9.			

Position	Quantity	Qualifications	Score	Score Awarded
Director	1	Min Diploma in any field	2	
Site Agent	1	Min Diploma in an Building Studies/Civil Engineering/ Any Construction related	3	
SHEQ Officer	1	Diploma in Occupational Health & Safety/Environmental/Related Studies	2	
Foreman	1	Min Diploma in an Building Studies/Civil Engineering/ Any Construction related	3	
TOTAL			10	

The Contractor shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

B. Equipment

The Contractor must demonstrate that it shall have access to the key equipment listed hereafter (either by ownership, lease, hire): Attach documentary evidence of ownership, lease, hire such as registration books, agreements or memoranda or purchase order).

Part 1: Section 3 Evaluation Methodology and Criteria

1.	2 tonne truck	1
2.	Concrete Mixer	1
3.	Concrete breaker/driller	1
4.	Water Tank	1
5.	Plate compactor	1
	Contractor shall provide any other equipment that will be needed for the successful completion of the project	

Equipment	Quantity	Score	Awarded Score
2 tonne Truck	1	2	
Concrete Mixer	1	2	
Heavy duty concrete driller	1	2	
Plate compactor	1	2	
Mobile Tanker/ Water tank	1	2	
TOTAL		10	

The Contractor shall provide further details of proposed items of equipment using the relevant Form in Section 4.

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6.2 Qualification

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
	All partners combined		Each partner	At least one partner		
6.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last <u>5 years</u> years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form 5
6.2.2 Pending Litigation	All pending litigation shall in total not represent more than 30% percent of the Contractor’s net worth and shall be treated as resolved against the Contractor.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form 5A

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.3 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years ² .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form 5B ESHS Performance Declaration

Evaluation Criteria	Score	Awarded score
6.2.1 History of non-performing contracts	2	
6.2.2 Pending Litigation	2	
6.2.3 Health & Safety past performance	6	
Total	10	

Factor	Financial Situation and Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.4 Historical Financial Performance	Submission of audited accounts or other financial statements acceptable to the Employer, for the last 2 years to demonstrate the current soundness of the Contractors financial position and its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form 6 and audited financial statements
6.2.5 Average Annual Turnover	Minimum average annual turnover of E500 000.00, calculated from total certified payments received for contracts in progress or completed, within the last 3 years	Must meet requirement	Must meet requirement	Must meet _____ percent (100%) of the requirement	Must meet _____ percent (100%) of the requirement	Form 7 and audited financial statements

Factor	Financial Situation and Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.6 Financial Resources	The Contractor must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the overall cash flow requirements for this contract and its concurrent commitments.	Must meet requirement	Must meet requirement	Must meet _____ percent (<u>100</u> %) of the requirement	Must meet _____ percent (<u>100</u> %) of the requirement	Form 8 and line of credit

Evaluation Criteria	Score	Awarded Score
6.2.4 Historical Financial performance (Acid test ratio from audited financial) at least 1:1	10	
6.2.4 Average annual turnover (min E500 000.00	5	
6.2.6 Financial Resources (cash flow) at least E200 000 readily available	10	
Total	25	

<i>Factor</i>	Experience					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Contractor</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
6.2.7 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least 5years prior to the Tender submission deadline, and with activity in at least <u>6</u> months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form 9 and Certificates of Completion or Substantial Completion
6.2.8 Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in at least <u>2</u> contracts within the last <u>5</u> years, each with a value of at least <u>E350 000.00</u> , that have been successfully and substantially completed (at least 70 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form 10 and Certificates of Completion or Substantial Completion

<i>Factor</i>	Experience					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Contractor</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
	Section 6, Statement of Requirements.					
6.2.9 Specific Experience	For the above or other contracts executed during the period stipulated in 6.2.8(a) above, a minimum experience in the following key activities: i) Steel Works	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form 10 and copies of the contracts providing the scope of the works

Requirement	Score	Awarded Score
6.2.7 General Experience	10	
6.2.8 Specific Experience	5	
6.2.9 Specific Experience	5	
TOTAL	20	

Works Programme & Method Statement

A detailed description of the proposed work method and schedule, including drawings and charts, as necessary;

Evaluation criteria	Score	Awarded Score
Detailed Methodology and approach in terms of the provided scope of work	25	
Work Plan		
TOTAL	25	

Summary of Technical Evaluation

Criteria	Scores
Personnel	10
Equipment	10
Qualification(Historical contract non-performance)	10
Financial situation and performance	25
Experience	20
Works programme and method	25
TOTAL	100

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

Contractor's shall also provide information and documentation of:-

- (a) Authority to seek references from the Contractor's bankers;

D. Financial Comparison Criteria

7. Costs to be included in the Tender Price

7.1 The financial comparison shall be conducted in accordance with ITT Clause 37.

The following costs shall be included in the Tender price:

- (a) the total price given in the Activity Schedule/Bills of Quantities;
- (b) day works, if any.

7.2 The following costs shall be excluded from the Tender price:

- (a) provisional sums;
- (b) the provision for contingencies in the Activity Schedule/ Bills of Quantities.

8. Margin of Preference

8.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply: **NOT APPLICABLE**

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9. Determination of Best Evaluated Tender or Tenders

- 9.1 Post qualification evaluation will be carried out on the lowest evaluated Contractor as specified below: -

Legal Requirements – Due diligence shall be done to verify ownership of the company and its registration with appropriate body in the country of principal business.

- (i) Technical Requirements–Due diligence shall be done to:

- (a) Verify and validate the Contractor's performance on previous indicated private and public contracts in the Contractor's submission.
- (b) Verify and validate current commitments and litigation record of the Contractor.

- (ii) Financial Requirements - Due diligence shall be done to verify and ascertain the Contractor's financial contracting capacity and bank commitment to provide a credit line to the Contractor.

- 9.2 A Contractor not meeting any of the above criteria shall be rejected.

- 9.3 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive and have passed the post-qualification shall be the best evaluated Tender. If this Tendering Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.

- 9.4 Notwithstanding paragraph 9.1, if the Tendering Document allows Contractors to quote different prices for single lots and for the award to a single Contractor of multiple lots, the Procuring Entity shall conduct a further financial comparison to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

Additional Evaluation Criteria (Not applicable)

10 Multiple Contracts

If permitted under additional criteria, will be evaluated as follows:

10.1 Award Criteria for Multiple Contracts: Not applicable

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Section 4: Tendering Forms

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Part 1: Section 4 Tendering Forms

[This Tender Submission Sheet should be on the letterhead of the Contractor and should be signed by a person with the proper authority to sign documents that are binding on the Contractor]

Tender Submission Sheet

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to execute in conformity with the Tendering Document and in accordance with the completion schedule specified in the Statement of Requirements and the terms and conditions of the Tendering Document, the following works *[insert a brief description of the Works]*;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is

- (d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The unconditional discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Cross discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions for its application.]*

Methodology of application of the cross discounts. The cross discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our Tender shall be valid until the date specified in ITT Sub-Clause 19.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount in words and figures of the Performance Security]* for the due performance of the Contract;
- (g) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1;
- (h) We, including any subcontractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Contractor, including that of all parties that comprise the Contractor, if the Contractor is a joint venture, consortium or association, and the nationality of each subcontractor]*;
- (i) We are eligible for a Margin of Preference in accordance with ITT Clause 38;
[or]

We are not eligible for a Margin of Preference in accordance with ITT Clause 38;

- (j) We have signed and undertake to abide by the Code of Ethical Conduct for Contractors and Providers during the procurement process and the execution of any resulting contract;

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Part 1: Section 4 Tendering Forms

(k) We accept the appointment of *[name proposed in GCC 35.1]* as the Adjudicator.

[or]

We do not accept the appointment of *[name proposed in GCC 35.1]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

- (l) We are not participating, as Contractors, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;
- (m) We, including any subcontractors, do not have any conflict of interest as stated in ITT 4.4 and are not associated, nor have been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or that is being proposed as Project Manager for the Contract;
- (n) We, including any subcontractors for any part of the contract, have not been suspended by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;
- (o) We understand that you are not bound to accept the lowest Tender or any other Tender that you may receive.

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

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

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

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

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

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Part 1: Section 4 Tendering Forms

Code of Ethical Conduct in Business for Contractors

1. Ethical Principles

Contractors and providers shall at all times-

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

2. Standards

Contractors and providers shall-

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

3. Conflict of Interest

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

4. Confidentiality and Accuracy of Information

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

5. Gifts and Hospitality

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

6. Inducements

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

7. Fraudulent Practices

Contractors and service providers shall not-

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Part 1: Section 4 Tendering Forms

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

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

AUTHORISED SIGNATORY

NAME OF CONTRACTOR³

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Part 1: Section 4 Tendering Forms

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

Form of Tender Security (Bank Guarantee)

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

Procurement Reference No.: *[insert Procurement Reference number]*

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

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Standard Tender Document for the Procurement of Works



Part 1: Section 4 Tendering Forms

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

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

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

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

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

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Declaration of Eligibility

[The Service Provider must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]

[>>>Name of Service Provider, Address, and Date>>>]

To: The Secretary of the Tender Board,
Good Shepherd Catholic Hospital & College of Health Sciences
P.O BOX 2
SITEKI
L300

Dear Sirs,
Re Tender Reference: No:GSCHCHS of 2025/2026

We hereby declare that:-

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract
- (b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing
- (c) I/We have fulfilled our obligations to pay taxes
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and police clearances for Directors are attached; and
- (e) I/We do not have a conflict of interest in relation to the procurement requirement.

Signed
Authorized Representative

Date

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Technical Documentation

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Environmental and Social Management Plan
6. Code of Conduct for Contractor's Personnel

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Site Organization

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

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Method Statement

Provide a detailed description of the proposed method statement to execute the works

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Mobilization Schedule

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

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Construction Schedule

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

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Environmental and Social Management Plan

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

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Code of Conduct for Contractor's Personnel Form

Note to the Contractor:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

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

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

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

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FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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Forms for Key Personnel

Form – 1: Proposed Personnel

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

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

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Form – 2: CV of Proposed Personnel

The Contractor shall provide all the information requested below.

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

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

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

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Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day, month, year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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Forms for Equipment

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

FORM 3

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

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

FORM 3A

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

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Qualification Forms

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

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Form 4**Contractor Information Sheet**

Date: _____

Procurement Reference Number: _____

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

¹In case of JV / Consortium / Association, Fill in Form 4A²In case of JV / Consortium / Association, Fill in Form 4A³In case of JV / Consortium / Association, Fill in Form 4A

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

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Form 4 A**Party to JV / Consortium / Association Information Sheet**

Date: _____

Procurement Reference Number: _____

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

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Form 5

Historical Contract Non-Performance

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Names: _____

Procurement Reference No.: _____

Non-Performing Contracts in accordance with the Technical Criteria

- ☐ Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.
- ☐ Contract non-performance during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____	_____

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Form 5A**Pending Litigation**

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

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FORM 5 B

Environmental, Social, Health and Safety Performance Declaration

Environmental, Social, Health, and Safety Performance Declaration

in accordance with Section III, Qualification Criteria, and Requirements

- ☐ **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3.
- ☐ **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (value, currency, exchange rate and Lilangeni equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]	[insert amount]
...	...	[list all applicable contracts]	...

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Standard Tender Document for the Procurement of Works



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

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Form 6**Current Contract Commitments / Works in Progress**

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

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

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

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

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

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

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

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FORM 6 A

Financial Situation

Historical Financial Performance

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Legal Name: _____

Procurement Reference No.: _____

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

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

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

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Form 7

Average Annual Turnover

Contractor's Name: _____ Date: _____
 JV/ Consortium / Association Partner Name: _____
 Procurement Reference No.: _____

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

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

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Form 8**Financial Resources**

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

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

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FORM 9**Experience****General Experience**

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

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

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

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Standard Tender Document for the Procurement of Works



Form 10

Specific Experience

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

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

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Form 10 A (cont.)**Specific Experience (cont.)**

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

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

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Form 10 A (b)**Specific Experience in Key Activities**

Contractor's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

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

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Form 10 (b) (cont.)**Specific Experience in Key Activities (cont.)**

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

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

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

Signed: *[signature of person whose name and capacity are shown below]*Name: *[insert complete name of authorized person signing the Qualification Form]*Duly authorised to sign the Qualification Form for and on behalf of: *[insert complete name of Contractor or name of Joint Venture/ Consortium / Association]*Dated on _____ day of _____, _____ *[insert day / month / year of signing]***Disclaimer**

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Section 5: Eligible Countries

Procurement Reference Number: GSCHCHS01 OF 2025/26

ESWATINI REGISTERED COMPANIES ONLY

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PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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Scope of Works

Construction of Patient Walkway & Patient Shelter

GENERAL DESCRIPTION

Good Shepherd Catholic Hospital is desirous of linking the existing new OPD building with the old OPD by means of a Covered Walkway. To accomplish this, the following activities would have to be completed.

Please note that the scope of works includes, but is not limited to the following activities. Any activity or activities deemed necessary to achieve the objective should be included in the bid.

Please note that any activity deemed necessary to achieve the objective, and which is not included in the bid will be considered included in the final price.

SCOPE OF WORKS:

The contractor will be required to supply all materials, labour, plant and equipment required to carry out the following works mentioned under, as well as all necessary activities to successfully complete the tasks listed below.

1. Demolition of existing reinforced concrete slab in location as identified to accommodate new Covered Walkway.
2. Construction of Reinforced Concrete Footings in locations as identified. Works shall include all necessary excavations, backfilling, concrete items, reinforcing items and formwork items as identified.
3. Construction of Reinforced Concrete kerb and slipper drains. Works shall include all necessary excavations, concrete items, formwork items and concrete finishes to drains.
4. Supply and install structural steel columns, beams, connection pieces and Zed Purlins in accordance with attached drawings. Works shall include all necessary welding, fabrication, drilling, shop priming, assembly, bolts, washers, nuts, grouting and final painting to structural steel-works in accordance with drawings and BOQ.
5. Supply and install Pre-painted roof sheeting and coverings in accordance with drawings and BOQ. Works shall include all necessary roof sheeting, drip edges and flashings necessary for the roof covering.
6. Supply and install Rainwater Gutter and Down Water Pipes in accordance with drawings and BOQ. Works shall include all necessary gutters, down water pipes, elbows, bends clamps, brackets and supports necessary for the Rainwater Installation and including routing into slipper drains.
7. Supply and install all necessary lighting fixtures, wires, cables, breakers, switches, boxes, covers, conduit and trunking necessary for the Electrical Installation for the covered walkway.

8. Make good any and all damages occasioned by the said works.

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Part 2: Section 6 Statement of Requirements

9. Clean area and dispose of all resultant debris occasioned by the works in an environmentally friendly manner.

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Part 2: Section 6 Statement of Requirements

Technical Specifications

ITEM	SANS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
4	8.8	<u>TEMPORARY WORKS</u>				
4.1	8.8.1	Main access road to works: construct	Sum	1		
4.2	8.8.3	Erect security fencing around new structure until construction in vicinity complete	Sum	1		
	8.8.4	Existing services				
4.3		Supply (or hire) of specialist equipment for the detection of underground services (Prov)	Sum	1		
4.4		The use of equipment for detection	Sum	1		
4.5		Excavate by hand in soft material to expose sewer, water and electricity services	Sum	1		
4.6		Reallocation of water,sewer and electricity services	Sum	1		

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GOODSHEPARD

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Bill No. 2 <u>EARTHWORKS (PROVISIONAL)</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>NOTES</u> 1.0 Rates for formwork shall include for any necessary working space and for the insertion and removal of formwork to sides of column bases. 2.0 In the event such that ground conditions are such that formwork is not required, the appropriate items shall be adjusted accordingly. <u>Carting away of excavated material</u> Description of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on site. <u>EXCAVATIONS, FILLING, ETC OTHER THAN BULK</u> <u>Open face excavation in earth not exceeding 2m</u>				
3	Trenches	m ³	48.00		
	Column Bases	m ³	35.00		
	<u>Risk of collapse of excavations</u>				
4	Sides of trench and hole excavations not exceeding 1.5m deep	m ²	188.00		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
6	Soft rock	m ³	8.00		
7	Hard rock	m ³	5.00		
	<u>Extra over all excavations and carting away</u>				
8	Surplus material from excavations and stock piles to a dumping site to be located by the Contractor with the Engineer's approval	m ³	58.00		
	<u>Keeping excavations free from water</u>				
9	Keeping excavations free of water	Item	1.00		
	<u>Earth filling supplied by the Contractor compacted to 98% Mod. AASHTO maximum density with and including haulage exceeding 5.0Km from site</u>				
	Carried Forward				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward				
10	Under floors, etc. <u>Earth obtained from excavations and or/ prescribed stockpiles compacted to 98% Mod.AASHTO maximum density</u>	m ³	53.00		
11	Backfilling to trenches, etc. <u>Filling with insitu material ripped and recompact material from excavation by the contractor, compacted to a density of at least 93% Mod. AASHTO maximum density:</u> <u>Course river sand filling supplied by the Contractor</u>	m ³	65.00		
13	Under floors, etc 50mm thick <u>Prescribed density tests on filling</u>	m ²	100.00		
14	"Modified AASHTO Density" tests <u>Soil insecticide</u>	Item	1.00		
15	Under floors etc including forming and poisoning shallow furrows against foundation walls, etc	m ²	100.00		
16	To bottoms and sides of trenches , etc.	m ²	83.00		
	Carried Forward to Summary				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>Bill No.3</p> <p><u>CONCRETE, FORMWORK & REINFORCEMENT</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete tests cubes as required under clause 7 "Tests" of SABS G shall include the cost of procuring cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately)</p> <p><u>Breeze concrete</u></p> <p>Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (12:1), the ash graded up to particles which will pass a 16.5mm ring from a minimum which fails to pass a 4.75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated</p> <p><u>"Foam cement" lightweight concrete</u></p> <p>"Foam cement" lightweight concrete is to have a density of 600/m³ for the top 50mm and 400Kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>"Celbeton" lightweight concrete</u></p> <p>"Celbeton" lightweight concrete is to have a density of 1000/m³ for the top 20mm and 480Kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 30mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described</p> <p>Carried Forward</p>				
					-

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward				-
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregular or collapse of excavated faces will not be measured and the cost therefore shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavation, provision for which is made in "Earthworks"				
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	<u>15MPa/ 19mm Concrete</u>				
2	Surface blinding under footings and bases	m ³	6		
3	Concrete infill	m ³	13		
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	<u>25MPa/ 19mm Concrete</u>				
4	Strip footings	m ³	15.00		
5	Column Bases	m ³	14.00		
6	Stub Columns	m ³	2.30		
7	Surfaces beds cast in panels on waterproofing	m ³	38.00		
8	Ramps	m ³	4.00		
	TEST BLOCKS				
10	Making and testing 150 x 150 x 150mm concrete strength test cubes	no	10.00		
	CONCRETE SUNDRIES				
	<u>Finish top of surfaces of concrete smooth with power float</u>				
9	Surface beds, slabs, etc	m ²	100.00		
	Carried Forward				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward				
	SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
	<u>Smooth formwork to sides and soffits of</u>				
13	Bases	m ²	15.00		
14	Rectangular foundation columns (Provisional)	m ²	11.00		
15	Wall beams	m ²	61.00		
	MOVEMENT JOINTS ETC				
	<u>Expansion joints with bitumen impregnated soft board and filled with polysulphide (elsewhere measured) between concrete surfaces</u>				
16	10mm Joints exceeding 300mm high (Provisional)	m	20.00		
	REINFORCEMENT (PROVISIONAL)				
	<u>Mild steel reinforcement to structural concrete work</u>				
17	R8 Diameter bars	t	0.56		
	<u>High tensile steel reinforcement to structural concrete work</u>				
18	12mm Diameter bars	t	0.90		
	16mm Diameter bars	t	0.60		
	<u>Fabric reinforcement</u>				
19	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m ²	100.00		
20	Type 395 fabric reinforcement in concrete footings, etc	m ²	36.00		
	Carried Forward to Summary				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Bill No.4 <u>ROOF COVERINGS, ETC</u> PROFILED METAL SHEETING AND ACCESSORIES <i>0.58mm thick Chromadeck Roofing sheets with IBR profile</i>				
1	Roof Covering with pitch not exceeding 15°	m ²	168.00		
	Carried Forward to Summary				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Bill No.5				
	<u>METAL WORK</u>				
	STRUCTURAL STEELWORK	H1			
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES	H2			
	Descriptions Descriptions of bolts shall be deemed to include nuts and washers Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	COLUMNS AND BEAMS	H3			
	Columns and beams with flat cap and base plates:	H4			
	IPE 100 column	kg	1,239.00		
	TRUSSES, ETC	H3			
	gussets and connection plates:	H4			
	IPE 100 rafters and braces	kg	560.00		
	PURLINS, GIRTS, BRACING, ETC	H3			
	100x50x20x2.5 CFLC channel section purlins, including flat and angle section connections	kg	752.00		
	16mm Round sag rods with threaded ends, including connections	kg	120.00		
	SUNDRIES ETC	H2			
	Gusset and connection plates and L-section cleats bolted to concrete	H4			
	Plates	kg	454.00		
	Bolts & Washers	kg	235.00		
	PAINTWORK	H3			
	multipurpose undercoat in accordance with SABS 681 (Type II paint), and two	H4			
	On structural steel members	m2	156.00		
	Carried Forward To Summary				

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Item	DESCRIPTION	AMOUNT
	FINAL SUMMARY	
1	PRELIMINARY AND GENERAL	
2	EARTHWORKS	
3	CONCRETEWORKS	
6	ROOF COVERINGS	
10	STRUCTURAL STEEL WORKS	
SUB TOTAL		
	Contingencies	
TOTAL		
	Add: CIC Levy @ 1%	
TOTAL		
	Add:15% VAT	
TOTAL		

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Environmental, Social, Health and Safety Requirements

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Drawings

DRAWINGS WILL BE SHARED WITH PROSPECTIVE BIDDERS ON THE 18TH OF JULY 2025 DURING THE MANDATORY SITE VISIT.

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Activity Schedule/ Bills of Quantities

Activity Schedule

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

Procurement Reference No.: *[insert Procurement Reference number]*

Name of Contractor: *[Insert the name of the Contractor/Joint Venture/Consortium/Association]*

Item number	Activity Description	Amount in Lilangeni

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

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

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

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

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

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Bill of Quantities

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

Procurement Reference No.: *[insert Procurement Reference number]*

Name of Contractor: *[Insert the name of the Contractor/Joint Venture/Consortium/Association]*

Item number	Description of Works	Unit	Quantity	Rate	Amount
		Grand Total:			

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

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

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

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

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

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Completion Schedule

The Contractor should indicate the project timelines that shows the sequence of activities required to finish a project:

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Supplementary Information

Supplemental information for a tender for works is any additional information that can be used to amend or add to in the tender documents, including extending time limits. It only becomes part of the contract if it explicitly states that it amends the contract documents.

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PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Works

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Works (available on request) except where modified by the Special Conditions below.

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VOLUME 1 OF GENERAL CONDITIONS ARE PROVIDED AS A ATTACHMENT TO THIS DOCUMENT

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Section 8: Special Conditions of Contract

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

SPECIAL CONDITIONS OF CONTRACT

CONTENTS

These conditions amplify and supplement the General Conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

1 Language of the contract

1.1 The language used shall be English.

2 Communication

2.1 For the Contracting Authority

Good Shepherd Catholic Hospital & College of Health Sciences

P.O Box 2

Siteki

L 300

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in the general conditions to the contract, or later. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 2 months.

3 Supervisor and supervisor's representative

3.1 The role of the project supervisor's representative shall be to supervise and inspect works and to test and examine the materials employed and the quality of workmanship. Under no circumstances will the project supervisor's representative be empowered to relieve the Contractor of his obligations under the contract or – save where express instructions to that effect are given below or in the contract – order works resulting in an extension of the period of performance or additional costs to be paid by the contracting authority or introduce variants in the nature or scale of the works. The resources to be made available by the contractor to the project supervisor's representative are described in details in model preambles.

4 Subcontracting

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Part 3: Section 8 Special Conditions of Contract

4.3 In the selection of subcontractors, the contractor shall give preference to natural persons, companies or firms of Eswatini capable of implementing the tasks required on similar terms.

5 Documents to be provided

5.1 The project supervisor shall give the contractor a copy of the guidelines and regulatory and legal texts governing the environment in force in the state of the contracting authority.

At Site hand over, the supervisor shall provide to the contractor, free of charge, the following: one set of the original project drawings at A1 or A3 size and/or in electronic format.

6 Access to the site

6.1 The contractor is reminded that there is a head of delegation of the Good Shepherd Catholic Hospital & College of Health Sciences in the state of the contracting authority. The contractor is obliged to give the head of delegation free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

All correspondence between the contractor and the contracting authority or project supervisor must be copied, for information, to the head of the Good Shepherd Catholic Hospital & College of Health Sciences at the following official email address:

mdlamini73@gsh.org.sz

7 General obligations

7.1 The Contractor shall observe and apply the laws and rules on the environment in force. In the daily organization of the Site, he must take all appropriate measures to minimize the environmental impact by applying the terms of the Contract and see that his staff; their dependants and his employees also observe and apply them.

8 Performance guarantee

8.1 The amount of the performance guarantee will be 10% of the amount of the contract and any addenda thereto.

8.2 The performance guarantee shall be released within thirty (28) days of the issue of the signed final statement of account referred to in the General Conditions.

8.3 The performance guarantee shall be in the format provided in the contract and may be provided in the form of a bank guarantee, banker's draft, a certified cheque, a bond provided by an insurance and/or broking company, an irrevocable letter of credit or a cash deposit made into the contracting authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority.

9 Liabilities and Insurance

9.1 a) Insurance for damage to **third parties**

The Contractor shall take out a civil liability insurance covering bodily injury and property damage that may be caused to third parties because of the execution of the works, as well as during the defects liability period. The insurance policy must specify the Contracting Authority's and the Supervisor's staff, as well as that of other contractors and third parties located on site are considered third parties under this insurance, which shall be unlimited for bodily injury.

9.1 b) Works Insurance

The Contractor shall take out a "**Contractors All Risk**" insurance to the joint benefit of itself, its subcontractors, the contracting authority and the supervisor.

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subject, including damage due to a defect or a design flaw of the plane, the building materials or the implementation for which the contractor is responsible under the contract and the damages due to natural events. This insurance shall also cover damage to existing goods and properties of the contracting authority and of the supervisor.

This insurance shall also cover the equipment and the temporary works on the site up to their total value of reconstruction replacement.

9.1 c) Insurance against accidents at work

The Contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate, the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

10 Programme of implementation of tasks

10.1 Completing the work program given as part of the offer, the Contractor shall within fourteen (14) days of site hand over, provide the project supervisor with a performance program broken down by activity and by month and including the following documents:

- An organization chart containing the names, qualifications and curricula vitae of the staff responsible for the site,
- the sequence, by month and by nature, in which the Contractor proposes to carry out the works, in particular showing forecasts of manpower and deliveries of equipment, materials, water, etc.
- A plan for the setting out and organization of the site,
- A general description of the methods, which the Contractor proposes to adopt for carrying out the works.

The project supervisor shall return these documents to the Contractor with his approval or any relevant remarks within ten (10) days of receipt, save where the project supervisor, within those ten days, notifies the Contractor of his wish for a meeting.

Within thirty (30) days of receipt of the notification of the award of contract, the Contractor must draw up and submit for the approval of the project supervisor's representative a detailed final environmental management programme including the following particulars:

A management organization chart clearly identifying the person(s) responsible for environmental management together with their CV(s);

An environmental management plan for the Site including:

A management plan for site waste (type of waste, method of collection, method and place of storage, method and place of disposal etc.),

A water management plan (method and source of supply, volumes used, discharge etc.), the system planned for the treatment of sewerage and industrial water from sites, the place of discharge and the type of controls planned.

The contractor shall bear the cost of locating and using water points. He will avoid compromising the water supply of local communities. Accordingly, the contractor must submit any plans for the development and use of boreholes (with a detailed calculation of the maximum quantities to be pumped per 24-hour period) for the approval of the engineer.

The contractor must notify the head of village thirty (30) days before temporarily diverting all or part of any watercourse for his works.

Dikes or other barriers to the free flow of water must include a flume or some other means of restoring the normal flow when no water is being taken off.



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downstream, the contractor must create at his own expense a top-up supply of equivalent quantity and quality.

An overall management plan for the exploitation and restoration of borrow sites and quarries (anti-erosion measures, planned redevelopment);

A general description of the methods the Contractor proposes to adopt to reduce the impact of each phase of the works on the physical and biological environment;

A general description of the measures the Contractor proposes to adopt to foster positive social and economic effects and avoid adverse effects.

These documents will be returned to the Contractor after approval by the project supervisor or with all relevant remarks within 20 (twenty) days of their receipt by the project supervisor, unless the project supervisor invites the Contractor for discussions, in which case the invitation must be issued within fifteen (15) days.

11 Contractor's drawings and execution studies

11.1 One month before setting up site, borrow sites and storage areas, the contractor shall provide;

- The location of the parcels to be used,
- A list of agreements with the owners and current users of these sites and the proof that these users have been able to find similar sites to continue their activities,
- A detailed description of the various sites,
- A general map showing the different areas of the site, the planned layout and a description of the developments planned,
- An environmental protection plan for the site earmarked for the construction camp before its building commences. This plan will include all appropriate measures for the elimination of wastewater and solid waste in order to prevent all pollution and danger to human and animal health. The contractor will take all reasonable precautions to prevent leaks and accidental spillage of products likely to cause water or soil pollution. He will specify the measures he plans to take in the environmental protection plan for the site.

These precautions must include such practical measures as:

- The construction around fuel, lubricant and asphalt storage tanks of earth barriers with a sufficient holding capacity to contain leaks,
- oil/water separators in the drainage networks connected to facilities for washing, maintaining and refuelling vehicles and machinery and facilities for the removal of wastewater from kitchens.

These systems will be efficiently maintained as long as the construction camp operates;

- The amended waste management plan,
- The amended water management plan, the study of usable water capacity outlining the impacts and any compensation measures necessary,
- A description of the measures planned to avoid and counter pollution and accidents such as pollution of the soil and surface and groundwater, fires and brush fires and road accidents,
- A description of the health facilities planned and their organisation,
- A list of the measures planned to supply labourers with food (meat, fish, etc.) and firewood and to encourage the purchase of local products in the project area, with the exception of game,
- A plan for the redevelopment of areas on completion of the works,
- the site rules governing respect for the environment, waste management, measures in the event of accidents, obligations when driving, repairing and maintaining vehicles, etc.,

a plan for the collection, conservation and use of seeds and plants gathered locally in sufficient



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quantities to plant and revegetate cuts, fills, borrow pits and roadsides in a manner that is complete, lasting and effective in terms of protection against erosion;

- Every three months:

- According to the progress of the works, a plan for the replanting of cuts and fills,
- For each borrow site, a plan to redevelop the site if that redevelopment differs from that in the overall plan;

- One month before felling trees:

- A felling plan and the intended use of the felled trees, the aim being to keep felling to a minimum;

- Monthly:

- An update on the level of site safety and the measures taken to maintain a high level of safety;

- On completion of the works:

- The route scheme completed by the works undertaken and an indication of the environmental improvements carried out.

The contractor must insert in the documents, rules and proposals submitted to the project supervisor's representative the corrections or notes arising from the latter's observations concerning them within fifteen (15) days of being notified of these observations. The documents shall be resubmitted for the approval of the project supervisor's representative under the same procedure.

The endorsement of the project supervisor's representative shall in no way diminish the contractor's liability."

11.2 Within fifteen (15) days of being notified of the project supervisor's remarks, the Contractor shall make the requisite corrections, adjustments etc. to the documents, drawings, design calculations etc. The corrected or adjusted documents, drawings, design calculations etc. shall be resubmitted for the project supervisor's approval under the same procedure.

The project supervisor's approval in no way diminishes the Contractor's liability.

11.3 Drawings referred to in Article 19.7 shall be provided by the Contractor in three (3) sets to reflect the "As Built" condition, including detailed references for materials incorporated in the Works.

12 Sufficiency of tender prices

N/A

13 Exceptional risks

N/A

14 Interference with traffic

14.1 The Contractor must maintain the flow of traffic and residents' access at all times during the works. The residents concerned are those whose homes existed before the contract was awarded.

Night-time working on sites will be subject to the authorisation of the project supervisor. If the contractor has received authorisation or an order to carry out works at night, he will undertake to carry them out in such a way as not to cause nuisance to residents or establishments in the vicinity of the site. The method of lighting must be submitted to the engineer for approval.

The contractor shall see that no hole or trench remains open at night, between 18h00 and 6h00, without appropriate road signs approved by the engineer.

14.2 The Contractor must enforce a speed limit for all his vehicles using public roads. This must be set at a maximum of 60 km/h in the open countryside and a maximum of 30 km/h in villages. Drivers exceeding these limits must be subject to disciplinary measures including possible



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The contractor's vehicles must comply with the Highway Code applicable in the country of the contracting authority, and in particular acts and rules concerning the weight of laden vehicles.

Consideration will be given to laying speed bumps at entrances to major villages.

Temporary diversions must permit traffic to circulate safely at a speed of 35 km/h. Drainage will be provided in the form of ditches and the requisite structures. Road signs adapted to each diversion will comply with the provisions laid down in the law in force on temporary road signs, with all costs and risks being borne by the contractor.

14.3 The Contractor shall not carry out any road closures without the approval in writing of the relevant authorities.

15 Demolished materials

15.1 Materials and the resultant articles of demolition will be the property of the Contracting Authority. The Contracting Authority will formally instruct the Contractor on the locations where these demolition materials shall be transported and stored.

16 Temporary works

16.1 The design and any costs related to any temporary works necessary for the implementation of this contract shall be the responsibility of the contractor.

17 Soil studies

17.1 Done by Supervision team at design stage.

18 Patents and licenses

N/A

19 Period of implementation of tasks

19.1 The overall period of performance is set at six (6) calendar months. This includes the three (3) calendar months maintenance period.

The implementation of task stated shall include all possible normal shut downs, weekends and statutory holidays. Tenderers are expected to ensure that these periods are duly reflected in the programmes of performance of the works to be submitted with their tender and during implementation (Item 10 of the SC). Statutory holidays, which fall on weekends, are transferred to the nearest working day.

20 Delays in the implementation of tasks

20.1 The rate of liquidated damages for delays in the completion of works shall be E 10 000.00 for every month or part thereof, which elapses between the end of the period of implementation of tasks and the actual date of completion, or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

The maximum liquidated damages shall not exceed 20 % of the Contract Price.

21 Work register

21.1 The format of the works register shall be determined by the Supervisor after the Contractor's submission of the performance program. The works register shall at least contain the information on the subjects in Item 8.1.10.1 of the General Conditions.

The work register will also include all failings or incidents resulting in a significant impact on the environment or in an accident or incident with the local community and the corrective measures taken.

21.2 The detailed statements of the quantitative elements shall be incorporated in the works register and only be registered when the quantitative elements are to the satisfaction of the Supervisor. All the relevant statements shall be attached separately, duly signed by the Contractor and the Supervisor. Statements shall be drawn up in accordance with Item 29.

The Contractor shall provide the following monthly to the Supervisor:

(b) A list of plant and equipment on the site duly identified;
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- (b) A list of numbers and categories of staff and labour on the site;
- (c) A record of the major quantities of works carried out during the previous month;
- (d) Any further details of events the Contractor intends to claim additional payment and /or time.

For any equipment or plant arriving on the site, the Contractor shall, in the statement following the arrival date, provide full information on:

The date of purchase or lease;

The country of origin;

Make, model, type, identification numbers and color;

C.I.F. value in Eswatini.

The Contractor shall keep proper wage books and time sheets showing the wages paid to and time worked by the workmen in the execution of the contract and he shall be bound, whenever required, to produce such wage books and time sheets for the inspection of an authorized officer of the Government and/or the Supervisor.

The Contractor shall provide the following information to the Supervisor on a monthly basis, daily records of the following:

- (A) the number and category of workers employed for each type of work and/or on each part of the site (labour return);
- (b) The equipment for each type of work and/or each part of the site, (equipment return). The report shall show the periods during which the equipment/plant was working, in working order but standing idle and out-of-action/under repair;
- (c) Maintenance of equipment and spare parts used.

22 Origin and quality of works and materials

22.1 The works and the objects, appliances, equipment or materials used in their construction must comply with the technical specifications.

The standards and rules cited in the tender dossier are purely indicative, their purpose being to define the minimum quality of works and installations to be constructed, the minimum quality of materials and supplies to be used in the construction and the rules generally used to determine that quality.

When defining the quality of materials and supplies that the tenderer proposes to use to implement the works and when calculating performance of installation, reference should be made to the relevant standards and rules of an SADC Member State, provided these standards and rules result in works that meet the highest professional standards and the specific requirements of the contract, and in particular the climatic, physical and hydrological environment of the site where such installations are to be built.

22.2 If any defect, or other fault in the works appears at any time prior to the end of the maintenance period, the Supervisor may instruct the Contractor to search, under the direction of the Supervisor, for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the contract, the Supervisor shall determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the contract price and shall notify the Contractor accordingly, with a copy to the Contracting Authority. If such defect, or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect or other fault at his own cost in accordance with the provisions of Item 33.

22.3 The works and the objects, appliances, equipment or materials used in their construction must comply with;

“South African Bureau of Standards - SABS 1200”

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Preliminary Technical Acceptance is a requirement for the following works. These should



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be approved by the Project Supervisor's Representative before proceeding;

- Roof Structure.
- Shop Drawings for trades, where necessary.

23 Inspection and testing

All tests and inspections shall comply with and be undertaken as specified in the Technical Specifications.

The Supervisor will at regular intervals inspect and test materials and completed work for compliance with the specified requirements, and, where applicable the various specified judgements, will be applied. The testing frequencies and sample and lot sizes for routine shall be at the Supervisor's discretion.

All sections of the completed works shall be submitted to the supervisor for routine inspection and testing, and the Contractor shall not cover up or construct any work on top sections of completed work before being advised by the supervisor of the outcome of his tests and inspection. The contractor shall arrange the submission of work for testing in a manner as will afford the supervisor reasonable opportunity for inspecting and testing.

24 Ownership of plant and materials

24.1 All equipment, temporary works, plant and materials in Eswatini for the purposes of the contract, owned by the contractor or by any company in which the contractor has a controlling interest shall for the duration of the execution of the works, be solely vested in the contracting authority.

25 General principles for payments

25.1 Payments shall be made in Emalangení.

The Contractor shall submit two (2) copies of his statement of account to the Supervisor's Representative in a format approved by the Contracting Authority. The Contractor shall also send a copy to the Chief Executive Officer at the same time for his record. The address of the Chief Executive Officer is given in Item 2.1 of this Special Conditions.

The statements of account shall be submitted by the Contractor separately for the works and the advances. Payments shall be authorized by the Authorizing Officer for Good Shepherd Catholic Hospital & College of Health Sciences and made by Good Shepherd Catholic Hospital & College of Health Sciences.

25.2 The payment made to the Contractor of the amount due under each of the interim payment certificates and the final certificate of account issued by the supervisor shall be made by the contracting authority within **5 working days**, from the date the payment certificate has been issued by the Supervisor.

25.3 The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within fourteen (14) days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:

- At the rediscount rate applied by the central bank of the country of the contracting authority if payments are in that country's currency;
- On the first day of the month in which the deadline expired, plus three and a half percentage points. The default interest shall be incurred over the time, which elapses between the date of the payment deadline set by the contracting authority (exclusive) and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

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due to the Contractor. This shall not affect the parties' right to agree on payment in installments. Bank charges involved in the repayment of sums due to the contracting authority shall be borne entirely by the Contractor.

26 Retention monies

26.1 The sum which shall be retained from interim payments to guarantee performance of the Contractor's obligation during the maintenance period shall be ten percent (10 %) of each interim payment up to a maximum of ten percent (10%) of the contract price.

26.2 The Contractor may submit at the commencement of the contract a retention guarantee of not more than ten percent (10%) of the initial contract sum in lieu of actual retention withheld. The model of retention guarantee is included in Appendix of this Contract.

27 Price revision

Not Applicable

28 Measurement

28.1 This is a unit-price contract.

28.2 The method of measurement shall be as set out in the Preamble to the Bill of Quantities.

29 Interim payments

29.1 Contractor is to make monthly claims which will be valued by the Project Quantity Surveyor and certified by the Project Architect for interim payments.

The entitled sum is 80% of the on-site value of the materials.

The minimum amount of Interim Certificate that may be presented for payment is stated in the Appendix to the Form of Tender.

30 Final statement of account

30.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the provisional acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.

30.2 Within 30 days from issuing the certificate of final acceptance, the supervisor shall prepare and sign the final statement of account.

31 Partial acceptance

31.1 The Supervisor shall simultaneously send a copy of the certificate of partial acceptance to the Contracting Authority.

32 Provisional acceptance

32.1 The works shall be taken over by the Contracting Authority when they have satisfactorily passed the tests on completion and a certificate of provisional acceptance has been issued.

33 Defects liability

33.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notified by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are as follows;

- The Contractor shall at its own cost make good the defect or damage as soon as practicable. The defects liability period for all items replaced or renewed shall recommence from the date when the replacement or renewal was made to the satisfaction of the supervisor.

- If the defect or damage is such that the contracting authority has been deprived substantially of the

whole of a part of the benefit of the works, the contracting authority shall, without prejudice to any other remedy, be entitled to recover all sums paid in respect of the parts of the works concerned



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together with the cost of dismantling such parts and clearing the site.

- In case of emergency, where the contractor is not immediately available or, having been reached, is unable to take the measures required, the contracting authority or the supervisor may have the work carried out at the expense of the contractor. The contracting authority or the supervisor shall as soon as possible inform the contractor of the action taken.

33.2 All defects liability work necessitated by normal wear and tear is to be carried out by the contractor.

33.3 The duration of the defects liability period shall be 90 days from the issuance from a provisional acceptance certificate. Contractor to provide commercial warranties where required.

34 Dispute settlement

34.1 Indirect management:

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to refer for arbitration to Construction Industry Council in accordance with the national legislation of the state of the contracting authority.

35 Data protection

Not applicable for indirect management.

36 Further additional clauses

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PARTICULAR CONDITIONS OF CONTRACT

GCC 1.2 (e)	The Start Date shall be: 22 September 2025
GCC 1.4	The language of the Contract is English .
SCC 2.1	The Contracting Authority is: Good Shepherd Catholic Hospital & College of Health Sciences, P.O Box 2, Siteki, Eswatini, Attention CEO
SCC 3.1	The Supervisor's Representative is Ramani Consultants
SCC 8	The Performance Guarantee is 10% of the Contract Price
SCC 10	The Works consist of Construction of Patient Walkway & Shelter.
SCC 10.1	The Contractor shall within fourteen (14) days of site hand over, provide the project supervisor with a performance program broken down by activity and by month
SCC 19.1	The Intended Completion Period for the whole works is: 3 months
SCC 20	The liquidated damages for the whole works are E 10 000.00 per month or part thereof. The Maximum Liquidated damages shall not exceed 20% of the Contract Price.
SCC 26.1	Proportion of payments retained is 10%.
SCC 33.3	Defects Liability Period is 90 days/3 months.

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Contract Agreement

Procurement Reference No: _____

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

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

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed by _____ (for the Procuring Entity)

Name: _____ Position: _____

In the presence of:

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Part 3. Section 9. Contract Forms

Name: _____ Position: _____

Signed by _____ (for the Contractor)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Tendering Document for the Procurement of Works

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Performance Security

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

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

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

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

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

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

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

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

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

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

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Part 3. Section 9. Contract Forms

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

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

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

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

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

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

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

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

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Advance Payment Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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