

# ESWATINI WATER SERVICES CORPORATION



Tender document for

## Rehabilitation of Siteki Wastewater Treatment Plant Biofilters

Tender No. EWSC 12 of 2021/22

**Prepared and Issued by**  
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Website: [www.swsc.co.sz](http://www.swsc.co.sz)

Name of Tenderer .....

Address .....

Tel ..... Fax .....



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# PART T1: TENDERING PROCEDURES

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## 1.1 TENDER NOTICE AND INVITATION TO TENDER

### ESWATINI WATER SERVICES CORPORATION



INVITATION FOR SUBMISSION OF BIDS (IFB)

**Tender number EWSC 12 OF**

**/22**

#### **Rehabilitation of Siteki Wastewater Treatment Plant Biofilters**

The Eswatini Water Services Corporation hereby invites eligible engineering service providers to submit bids for the Rehabilitation of Siteki Wastewater Treatment Plant Biofilters. Tender documents are downloadable from EWSCs website [www.swsc.co.sz](http://www.swsc.co.sz) for an amount of E500.00 payable at any EWSC service center ,receipt should be submitted with the bid documents .The scope includes inter alia the construction of a trapezoidal stone pitching and landscaping the booster station surroundings.

Bids shall be valid for a period of 90 days after Bid opening and must be accompanied by a bid security of **SZL 10 000.00** in a form of a cheque or insurance bond and delivered to;

The Managing Director  
Swaziland Water Services Corporation Headquarters,  
Emtfonjeni Building,  
MR3 Between

on or before 12.00 noon, Friday the **20 August 2021** at which time they will be opened **virtually** in the presence of bidders who elect to attend. Bidders are to request for the link to the tender opening from [\*\*procurement@swsc.co.sz\*\*](mailto:procurement@swsc.co.sz)

A compulsory clarification meeting will be conducted on **22 July 2021 at 11:00hrs** and prospective bidders shall meet the Corporation's representative at at the EWSC Siteki Wastewater Treatment Plant.

The Corporation does not bind itself to accept the lowest or any tender.

Late, telegraphic, Emailed and faxed tenders shall not be accepted. The Corporation does not bind itself to accept the lowest or any tender.

Enquiries may be emailed to: [\*\*procurement@swsc.co.sz\*\*](mailto:procurement@swsc.co.sz)

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**J. MASHWAMA**  
**MANAGING DIRECTOR**

**T1.2 INSTRUCTIONS TO TENDER**

**1 INTRODUCTION**

1.1 These Instructions to Tenderers ("these Instructions") relate to an Invitation ("the Invitation"), in which prospective tenderers are invited to submit a Tender. The Invitation, which (in the case of any discrepancy) takes precedence over these Instructions, specifies:

- (a) the company or joint venture, who is considered to be eligible as described in Clause 2 of these instructions and who is thus invited to submit a Tender;
- (b) the Engineer, to whom requests for clarification may be sent as described in Clause 3 of these Instructions;
- (c) details of how to participate in the site visit by tenderers (or how to obtain such details), if such a visit is being arranged under Clause 4 of these Instructions;
- (d) the time by which Tenders are to be submitted in accordance with Clause 6 of these Instructions (the "Tender submission date"); and
- (e) the time when Tenders are to be opened as described in Clause 7 of these Instructions.

1.2 The Tender Documents, as issued to each tenderer in accordance with the Invitation, comprise:

- (a) these Instructions,
- (b) the Letter of Tender, and the
- (c) Schedules;
- (d) Conditions of Contract, and the
- (e) Employer's Requirements,

These Instructions to Tenderers shall not form part of the tenderer's offer, nor part of the defined words "Tender" or "Contract". These Instructions prescribe the procedures

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to be followed until the Employer either enters into a Contract with the tenderer or advises him that the Employer does not intend to do so.

1.3 Words and expressions defined in Sub - Clause 1.1 of the Conditions of Contract shall have the same meanings where used in these Instructions.

1.4 The tenderer shall bear all costs incurred in the preparation and submission of the Tender, including visits and other actions mentioned or implied in these Instructions.

1.5 The Employer will not be responsible or liable for such costs, regardless of the conduct or outcome of the tendering process. The Employer reserves the right to accept or reject any Tender, or to annul the tendering process and reject all Tenders, without incurring liability to any tenderer and without being obliged to inform any tenderer of the reasons for the Employer's action.

## 2 Eligibility of the Tenderer

2.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.3 Provision of:

- An original valid tax compliance certificate
- Valid Labour compliance certificate
- Valid Trading licence
- Valid ENPF certificate
- Form C and form J
- Power of Attorney document
- Police clearance (done within 12 months) for all the directors

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- Legibility criteria in terms of the procurement act (signed )
- Audited Financial statements for the past three years, and an estimated financial projection for the subsequent year;
- Evidence of access to lines of credit, and availability of other financial resources;

2.4 Only those bidders who are registered with the CIC, or who can provide written proof of their application for registration with the CIC and will be accepted, prior to the evaluation of bids, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bid for Category C4 or equivalent or better of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation, one level higher than the contractor’s registered grading designation, provided that the employer:

- i) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and
- ii) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract

are eligible to submit bids.

2.4 Joint Ventures are eligible to submit bids provided that:

- (1) every member of the joint venture is registered with the CIC, or who can provide written proof of their application for registration with the CIC, prior to the evaluation of bids;
- (2) the lead partner has a contractor grading designation in the for Category C4 or equivalent or better of construction work; and
- (3) the combined contractor grading designation calculated in accordance with the Construction Industry Corporation Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for Category C4 or equivalent or better of construction work, are eligible to submit bids.

### 3 The Tender Documents

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- 3.1 The Tender shall be responsive to the complete set of Tender Documents which comprise the documents listed in Clause 1 above and any Addenda to Tender Documents which may be issued as described in this Clause 3. The tenderer shall scrutinize each document immediately upon receiving it and shall promptly give notice, to the party who issued the document, of any pages which appear to be missing.
- 3.2 The tenderer must carefully examine all Tender Documents. Failure to comply with these Instructions or with any other tendering requirements will be at the tenderer's risk.
- 3.3 If the tenderer requires any clarification of the Tender Documents, he may give notice to the Engineer. The notice shall be written (which includes by electronic mail transmission) in the language used in the Invitation, and shall be sent to the Engineer's address stated in the Invitation as soon as practicable.
- 3.4 The Engineer shall respond to the notice by issuing (i) the text of the question or request for clarification and (ii) the Employer's clarification. This response shall be in writing and shall give no indication of the identity of the tenderer who requested clarification. These requests for clarification and responses shall be sent to all prospective tenderers who received the Tender Documents, but shall not constitute amendments to the Tender Documents. However, if a notice is received less than 28 days before the Tender submission date, there may be no response.
- 3.5 If amendments are to be made to the Tender Documents, arising from a notice or otherwise, the Engineer shall issue an Addendum to Tender Documents on behalf of the Employer. Each Addendum to Tender Documents shall be sent to all prospective tenderers who received the Tender Documents, and shall be binding upon them. The tenderer shall promptly acknowledge receipt of each Addendum to Tender Documents by written notice to the Engineer, and shall also enter its reference number in the first sentence of the Letter of Tender.
- 3.6 At any time, the Engineer may similarly issue an Addendum to Tender Documents which amends the Tender submission date. In this event, all rights and obligations

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of the Employer and the tenderers previously related to the original date shall thereafter be subject to the amended date.

#### 4 Site Visit

4.1 The tenderer is advised to visit and examine the Site, its surroundings and other parts of the Country, and must obtain for himself on his own responsibility all information which may be necessary for preparing the Tender and entering into a Contract.

4.2 The tenderer and any of his personnel or agents will be granted conditional permission to enter upon the Site. The permission shall be deemed to have been based upon the tenderer, his personnel and agents indemnifying the Employer and his personnel and agents from and against all liability and upon the tenderer being responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses (however caused) which would not have arisen other than due to the exercise of such permission.

4.3 If a joint site visit is to be arranged for all tenderers, details are given in the Invitation.

4.4 Such a joint visit is intended to supplement, and not to replace, the individual inspections carried out by each tenderer. The Employer accepts no responsibility for providing any indication of relevant aspects, or access to appropriate areas, which a competent tenderer may consider necessary for the preparation of a Tender

4.5 The Employer shall not be bound by any oral representations which may be made during a joint site visit, whether by the Engineer's personnel or by others; and whether during a formal meeting or otherwise. In order to minimize the possibility of misunderstanding, tenderers should present any requests for clarification in writing. In accordance with Clause 3 of these Instructions, any record of the formal meeting, requests, clarifications and/or Addendum to Tender Documents shall be sent to all prospective tenderers who received the Tender Documents.

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## 5 Preparation of the Tender

5.1 The Tender and all communications between the tenderer and the Employer or the Engineer shall be typed or written in indelible ink in the language used in the Invitation. Supporting documentation submitted by the tenderer may be in another language if he also submits an appropriate translation of all its relevant passages into this ruling language.

5.2 The Tender Documents to be submitted by each tenderer shall comprise the documents described in Clause 1 of these Instructions, and a Proposal prepared in accordance with this Clause 5.

5.3 The Tender Documents issued to the tenderer, including any amendments instructed in an Addendum to Tender Documents, shall be used without further amendment.

5.4 The tenderer shall submit, with his Tender, a tender security in the form annexed to these Instructions. The tender security shall be issued by an entity in the country of the Employer and acceptable to the Employer, and shall be valid for not less than 35 days after the date on which the validity of the Tender expires. The Employer will return the tender security upon the occurrence of the first of the following events:

- (a) the Employer receives the Performance Security from the successful tenderer;
- (b) the Employer abandons his intention to appoint a Contractor; or
- (c) the validity of all tender securities for the contract expires.

5.5 The tenderer shall complete each Schedule as appropriate to the particular Schedule, and submit a Tender for the whole of the Works in accordance with the Tender Documents. A Tender which excludes part of the Works may be rejected as unresponsive.

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5.6 The tenderer's Proposal, which must form part of the Tender, MAY include:

- (a) a detailed description of the proposed Works;
- (d) commentary on the Employer's Requirements, detailing how the layout and other critical requirements will be achieved;
- (e) manufacturers' brochures and/or other details of the main items of Plant including spares;
- (b) details of any exceptions to the statements in the Letter of Tender which otherwise state that the Employer's Requirements contain no errors and that the Works will conform therewith.

5.7 The tenderer shall also submit the following supplementary information accompanying, but not forming part of, his Tender

- (a) the information listed in Clause 2 of these Instructions, if applicable to the tenderer;
- (b) name and address of the bank or other entity which will provide the Performance Security and the advance payment guarantee; and a letter from such entity acknowledging having received the Annexes to the Particular Conditions of Contract and undertaking to provide these security documents in accordance with the exact wording of these Annexes (if the entity prefers to make minor changes, they must be specified exactly);
- (c) name and address of the insurers and their principal terms for the insurances required by Clause 14 of the Conditions of Contract, including proposed deductibles and exclusions;
- (c) details of the arrangements and methods which the tenderer proposes to adopt for the execution of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion;
- (d) any proposals for subcontracting the execution of parts of the Works on the Site, excluding each subcontractor named in the Schedules;
- (d) the names, qualifications and experience of key personnel proposed for the management of the Contract and the execution of the Works, both on and off site, including curriculum vitae of the senior personnel;

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(e) names and particulars of each proposed designer and design subcontractor. A Tender which is not accompanied by this information may be rejected as unresponsive.

5.8 The completed Tender shall not have any alterations or erasures, except any which may be specified in an Addendum to Tender Documents issued under Clause 3 of these Instructions. However, if alterations are necessary to correct errors made by the tenderer, these corrections shall be endorsed with the signature of the person signing the Letter of Tender.

5.9 Only one Tender may be submitted by each tenderer, except for any alternative offers. In addition to a compliant Tender, the tenderer may offer technical or other alternatives to the requirements of the Tender Documents, which may include reasonable deviations or other proposals. Each alternative Tender shall include all information necessary for its complete evaluation by the Employer, including any relevant calculations, specifications, construction methods, timing implications, breakdowns of prices, and other relevant details. The Employer reserves the right to reject alternative offers.

## 6 Submission of the Tender

6.1 The Tenderer shall prepare one original set and three photocopy sets of the documents comprising the Tender and supplementary information, as described in Clause 5 of these Instructions. Each such set shall be submitted in an inner envelope within an outer envelope, with each document and each envelope being clearly marked "ORIGINAL" or "COPY" as appropriate. If there is any discrepancy between them, the ORIGINAL shall prevail.

6.2 The original and copies of the Tender shall be signed by a person or persons duly authorised to bind the tenderer. Proof of authorisation, in the form of a written power of attorney, shall be annexed to the Letter of Tender. All pages of the Appendix to Tender and Schedules where entries or amendments have been made shall be initialled by the person(s) signing the Letter of Tender.

6.3 The inner and outer envelopes shall be addressed to:

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The Managing Director  
Eswatini Water Services Corporation Headquarters,  
Emtfonjeni Building,  
Cornwer of MR103 and Cultural Village Drive  
Ezulwini

and shall bear the following identification:

**REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS**

- 6.4 The inner envelopes shall indicate the name and address of the tenderer to enable the Tender to be returned unopened if it is declared "late". The outer envelopes shall give no indication of the tenderer.
- 6.5 If a Tender is misplaced or opened prematurely because an envelope was not sealed and marked as instructed above, the Employer shall not be responsible and the Tender may be rejected.
- 6.6 The original and copies of the Tender must be delivered to the address specified above no later than the time, on the Tender submission date, stated in the Invitation. Tenders received by the Employer thereafter will be returned unopened.
- 6.7 The tenderer may modify or withdraw his Tender after submitting it, if the modification or notice of withdrawal is received in writing before such prescribed time for submission of Tenders but not thereafter. The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of this Clause 6, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. In particular, the modification or notice of withdrawal shall be signed by a person or persons duly authorised to bind the tenderer, and proof of authorisation shall be annexed.
- 6.8 A Tender submitted other than as described in this Clause 6 may be rejected by the Employer and returned to the tenderer.

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6.9 The Tender shall remain valid and open for acceptance for the period of 140 days from the Tender submission date. The tenderer shall calculate the date on which validity expires and insert this expiry date in the Letter of Tender. Prior to this expiry date, the Employer may by written notice request the tenderer to extend the validity period. The tenderer may refuse the request, but shall not modify his Tender other than by extending its validity.

## 7 Tender Opening

7.1 Tenders and other submissions, which are in accordance with Clause 6 of these Instructions, will be opened at the date and time stated in the Invitation in the presence of tenderers' representatives who choose to attend at the address for delivery of Tenders specified in Clause 6.

7.2 Tenderers' representatives at this opening shall sign an attendance register.

7.3 Tenders for which the Employer has received a valid notice of withdrawal in accordance with Clause 6 of these Instructions shall not be opened.

7.4 The Employer will examine Tenders to determine whether they appear to be complete, properly signed, and generally in order. For each Tender, the Employer or the Engineer will announce the name of the tenderer, the sum offered in the Letter of Tender, and such other details as the Employer may consider appropriate.

7.5 After this Tender opening, information relating to the processes of examination, clarification, evaluation and comparison of Tenders and the award of a contract shall not be disclosed, other than to those officially concerned with such processes. Any effort by a tenderer to influence the Employer or the Engineer in these processes may result in the rejection of the tenderer's Tender.

## 8 Tender Evaluation

8.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender Documents. For the purpose of these processes, a substantially responsive Tender

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is one which conforms to all the terms, conditions and requirements of the Tender Documents without material deviation or reservation.

8.2 A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way (inconsistent with the Tender Documents) the Employer's rights or the Contractor's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers presenting substantially responsive Tenders.

8.3 If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Employer. The Tender shall not be made responsive by the tenderer correcting or withdrawing the non-conforming deviation or reservation.

8.4 The Employer will only evaluate and compare the Tenders which have been determined to be substantially responsive to the requirements of the Tender Documents. Responsive Tenders will first be checked by the Employer for any arithmetic errors in computation and summation, and any errors will be corrected as follows:

- (a) The amount entered in the Letter of Tender (as announced when Tenders were opened) may be considered acceptable as the Contract Amount without any of the corrections and adjustments described in these subparagraphs. If there is any discrepancy between amounts in figures and in words, the amount in words will take precedence.
- (b) If there is any discrepancy between this amount and the equivalent sum computed on the basis of the Schedules, the Employer may make corrections and/or adjustments (applying the principles described in these sub-paragraphs) and give notice to the tenderer, specifying each error, correction and adjustment. If the tenderer does not accept these notified corrections and adjustments, his Tender may be rejected.
- (c) If there is a substantial discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, and the rate seems to have been stated in error (inconsistent with the tenderer's likely

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intentions), the stated unit rate shall be amended and the stated amount will be binding.

- (d) If there is any discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, and either the discrepancy is not substantial or it is reasonable to assume that the stated rate is consistent with the tenderer's intentions, the stated unit rate will be binding and the stated amount shall be amended.

8.5 For the purpose of evaluating Tenders, the Employer will determine for each Tender the Evaluated Tender Amount as follows

- (a) making any correction for errors as described above;
- (b) making an appropriate adjustment for any acceptable variations, deviations, discounts or other alternative offers not reflected in the submitted amount or these corrections; and
- (c) making an allowance for any acceptable varied times for completion offered in alternative Tenders, the allowance being calculated at the same rate as the rate for delay damages for the Works which is stated in the Appendix to Tender.]

8.6 The evaluation of the Tenders shall be based upon the principles outlined in the performance evaluation criteria below. Unless specifically stated, no criterion will take precedence over any other criteria, and Tender evaluation shall be based on an overall consideration.

The technical criteria comprise the following:

Criteria	Comments
1. Company experience and track record	Minimum 3 years company experience in Construction At least 3 completed project of a similar nature (attach completion certificate)
2. Qualifications and competence of the key staff for the Assignment	Site Agent – Diploma in Civil Engineering and minimum 5 years’ experience in similar works

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<b>Criteria</b>	<b>Comments</b>
	Foreman – Civil engineering artesian certificate and minimum 5 years’ experience in similar works
3. Work Plan	Workplan incorporating all work activities and within 120 days
4. Methodology	Covering how activities will be carried out, environmental plan and health and safety
5. Local Contribution	Commitment letter to employ locals for un-killed labour works

**Only bidders who met all the requirements for technical criteria will be evaluated for financials.**

The Corporation does not bind itself to appoint the lowest or any bidder.

## **9 Award of the Contract**

9.1 The Employer intends (i) to award the Contract to the tenderer who appears to have the capability and resources to carry out the Contract effectively, who’s Tender has been determined to be responsive to the Tender Documents and who has offered (all taken into consideration) the most favourable Tender; or (ii) to reject compliant Tenders and accept an alternative Tender. The Employer reserves the right to reject any or all Tenders.

9.2 The Employer shall, in accordance with the requirements of the Public Procurement Act of the Kingdom of Eswatini, publish the intention to award ten days prior to award of the Contract.

9.3 The preferred tenderer(s) may be invited to participate in negotiation meeting(s) with the Employer, who may then issue a Memorandum of Understanding recording the outcome of their joint discussions of the Tender, which may include proposed arrangements for the appointment of the DAB under Clause 15 of the Conditions of Contract. This Memorandum of Understanding will constitute the

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agreed basis upon which a contract could be concluded, and/or may include clarification of any alternative proposals which the tenderer may have submitted. The Memorandum of Understanding (i) shall be binding on the tenderer as an acceptable clarification or amendment of his Tender until its validity expires, (ii) shall be wholly subject to a subsequent contract agreement, and (iii) shall not bind the Employer nor commit him to entering into any contract under any terms.

9.4 After receiving the Employer's Letter of Acceptance, the successful tenderer shall submit a Performance Security in accordance with Sub- Clause 4.4,

9.5 After receiving the Performance Security from the successful tenderer, the Employer will notify the other tenderers that their Tenders have been unsuccessful.

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# PART T2 RETURNABLE SCHEDULES FOR TENDER EVALUATION

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**T2:1 CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
.....  
Chairman

2.....  
.....  
Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

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NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

Signature: Sole owner

2.....

Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

**BIDDER:**

Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**

Initial: EWSC .....



NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

## T2:2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of.....

.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name .....Signature.....

Capacity.....

Name.....Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name.....Signature.....

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**  
Initial: EWSC .....



Capacity.....Date & Time.....

**T2:3 SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Company Registration Number	Description of Work to be executed by Subcontractor
1)			
2)			

Attach additional pages if more space is required.

Signed.....Date.....

Name.....Position.....

Tenderer.....

**T2:4 SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

**BIDDER:**  
 Initial: Authorized signatory/ies: 1. ....  
 2. ....

**EWSC:**  
 Initial: EWSC .....

Witness: .....





(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed.....Date.....

Name.....Position.....

Tenderer.....

**T2:5 SCHEDULE OF THE TENDERER’S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required

Signed.....Date .....

Name.....Position.....

Tenderer.....

**BIDDER:**  
 Initial: Authorized signatory/ies: 1. ....  
 2. ....

**EWSC:**  
 Initial: EWSC .....

**Witness:** .....



**2:6 RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1.		
2.		

Attach additional pages if more space is required.

Signed.....Date .....  
 Name.....Position.....  
 Tenderer.....

**T2:7 DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer’s opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the employer’s or the tenderer’s risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

Attach additional pages if more space is required

**SIGNED ON BEHALF OF TENDERER:.....**

**BIDDER:**  
 Initial: Authorized signatory/ies: 1. ....  
 2. ....

**EWSC:**  
 Initial: EWSC .....

Witness: .....



## T2:8 QUALITY MANAGEMENT QUESTIONNAIRE

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2000

YES	NO
-----	----

2. If "yes", tenderer to supply brief summary of structure of system.

3. If "no", does the tenderer intend to apply for certification and by when?

YES	NO
-----	----

Date
------

If the tenderer does not intend to apply for certification he shall submit details of the quality management system presently in place or intended for the project.

## T2:9 OCCUPATIONAL HEALTH AND SAFETY

### 1. HEALTH AND SAFETY POLICY

(a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes  No

(b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided.

.....

.....

.....

.....

### 2. HEALTH AND SAFETY ADVICE

Do you

(a) Employ a full time health and safety advisor? Yes  No

(b) Use the services of a health and safety consultant? Yes  No

(c) Have access to the services of a health and safety group? Yes  No

### 4. ACCIDENT AND INCIDENT STATISTICS

(a) Have any dangerous occurrences been reported within the last three years? Yes  No

..... If Yes, please give brief details:

.....

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

**EWSC:**  
Initial: EWSC .....

2. ....

Witness: .....



(b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes  No

If Yes, please give brief details:

.....  
.....  
.....  
.....

Tenderer.....

**T2:10 OCCUPATIONAL HEALTH AND SAFETY ACT: STATEMENT BY TENDERER**

I,..... duly authorised to represent.....  
(company name)  
in my capacity as .....

hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act (as amended) and all regulations promulgated from time to time, whilst performing work on .....

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

.....  
**TENDERER**

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....  
2. ....

Witness: .....

**EWSC:**  
Initial: EWSC .....



## T2.11 DECLARATION OF GOOD STANDING REGARDING TAX

(Tenderer to submit an ORIGINAL VALID, TAX CLEARANCE CERTIFICATE, COPY OF VALID TRADING LICENCE, VALID CONSTRUCTION INDUSTRY COUNCIL CERTIFICATE

**\*Failure to PROVIDE the above information will result in the disqualification of the tender**

## T2.13 ORGANOGAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer SHALL supply an organogram for the management of the contract and include curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram as well as proof of having obtained the relevant programme qualifications. The personnel included here shall be used on the project unless otherwise agreed by the Engineer.

## T2.14 PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

## T2.14 COMMUNITY RETAINED INCOME

The Tenderer shall provide a schedule of the works to be implemented by a sub-contractor whose area of domicile is under the Siteki Inkhundla. Proof of domicile and or origin shall be a bona fide letter of acknowledgement form the respective Umphakatsi under the Siteki Inkhundla.

**BIDDER:**

Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**

Initial: EWSC .....

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The value of works shall not be less than ten percent the Contract Price less the Preliminary and General Cost, Value added tax and Contingencies of the main contractor. The respective sub-contractor shall be domestic sub contractors, that is sourced and appointed by the main contractor and approved by the Engineer.

Description of Works	Amount excluding value added tax

## PART T3 THE CONTRACT

**BIDDER:**  
**Initial:** Authorized signatory/ies: 1. ....  
 2. ....

**EWSC:**  
**Initial:** EWSC .....

**Witness:** .....



### T3.1 GENERAL CONDITIONS

General Conditions shall be those of the  
"Short Form of Contract",  
" first edition 1999, with further amendments,

Prepared by the

*Fédération Internationale des Ingénieurs- Conseils (FIDIC).*

These conditions may be subject to the variations and additions Hereof Entitled  
"Conditions of Particular Application."

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

Facsimile: +41 21 653 5432

Telephone: +41 21 653 5003

**BIDDER:**

**Initial:** Authorized signatory/ies: 1. ....

2. ....

**Witness:** .....

**EWSC:**

**Initial:** EWSC .....

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### T3.2 SPECIAL CONDITIONS OF CONTRACT

References from Clauses in the General Conditions:

1. Clause 1.1.9 & 8.2-Time for Completion of the works: **4 Months**
2. Clause 9.1 - Defects Notification Period: **365 days**
3. Clause 1.5- Electronic systems for communications: E-mail:  
[procurement@swsc.co.sz](mailto:procurement@swsc.co.sz)
4. Clause 1.4-Laws & Languages: Governing Law: **Laws of the Kingdom of Eswatini**
5. Ruling language: **English**
6. Clause 4.3- Notice of subcontractors: **At least 7 days' notice**
7. Clause 7.4 & 12.1 - Delay/performance damages amounts to 0.2 % of **contract sum per calendar day with the maximum of 15% of the contract sum.**
8. Clause 11.4&11.5 – Retention: **10%**
9. Clause 14.1 - The insuring party shall be the Contractor and Evidence of insurances is due: **Within 7 days**
10. Advance payment: **there shall be no option of an advance payment for this contract**
11. Subclause 1.1.10 - Currencies of payment: **Lilangeni (E)**
12. Subclause 1.5 - Progress reports: **to be submitted with every payment claim**

**BIDDER:**

Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**

Initial: EWSC .....

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**T3.4 CONTRACT AGREEMENT**

This Agreement made the..... day of..... 20.....

Between.....

.....of..... (hereinafter called the

Employer") of the one part, And.....

.....

..... of ..... (hereinafter called "the

Contractor') of the other part

**Whereas** the Employer desires that the Works known as **REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS** should be executed by the Contractor, and has accepted a Tender by the Contractor for the design, execution and completion of these Works and the remedying of any defects therein,

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The Agreement (Form of Offer and Acceptance)
  - b) Conditions of Particular Application
  - c) General Conditions
  - d) Special Conditions of Contract
  - e) Design Drawings
  - f) The Specification
  - g) The Bills of Quantities

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....  
2. ....

**EWSC:**  
Initial: EWSC .....

Witness: .....



3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer 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 at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED: .....  
for and on behalf of the Employer in the  
presence of

Witness:.....

Name:.....

Address:.....

Date.....

SIGNED:.....  
for and on behalf of the Contractor in the  
presence of

Witness:.....

Name:.....

Address:.....

Date.....

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**  
Initial: EWSC .....



**PART T4: ANNEXES (EXAMPLE FORMS)**

**BIDDER:**

**Initial:** Authorized signatory/ies: 1. ....

2. ....

**Witness:** .....

**EWSC:**

**Initial:** EWSC .....



**T4.1 Annex A EXAMPLE FORM OF PARENT COMPANY GUARANTEE**

**REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini

We have been informed that.....

.....  
.....(hereinafter called the Contractor) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a parent company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we ..... (name of parent company) irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Contractors obligations and liabilities under the Contract, including the Contractors compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the

Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorise them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

**EWSC:**  
Initial: EWSC .....

2. ....

Witness: .....



allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Date.....

Signature(s).....

## **T4.2 Annex B EXAMPLE FORM OF TENDER SECURITY**

### **REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex

**BIDDER:**

**Initial:** Authorized signatory/ies: 1. ....

2. ....

**Witness:** .....

**EWSC:**

**Initial:** EWSC .....

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Ezulwini (whom the tender documents define as the Employer).

We have been informed that.....

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

At the request of the Principal, we.....

.....(name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(say: ) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or
- d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.4 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before..... (the date 35 days after the expiry of the validity of the Letter of Tender) when this guarantee shall expire and shall be returned to us.

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

Date.....

Signature(s).....

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**  
Initial: EWSC .....



**T4.3 Annex C EXAMPLE FORM OF PERFORMANCE SECURITY - DEMAND GUARANTEE.**

**REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

We have been informed that..... (hereinafter called the Principal') is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we..... (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the 'guaranteed amount", say: ) upon receipt by us of your demand in writing and your written statement stating:

- a) that thee Principal is in breach of his obligation(s) under the Contract, and
- b) the respect in which the Principal is in breach.

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....  
2. ....

**EWSC:**  
Initial: EWSC .....

Witness: .....



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

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended. This guarantee shall be governed by the laws of and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

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

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....  
2. ....  
Witness: .....

**EWSC:**  
Initial: EWSC .....





**T4.4 Annex D EXAMPLE FORM OF ADVANCE PAYMENT GUARANTEE**

**REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

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

At the request of the Principal, we..... (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of..... (the 'guaranteed amount', say:..... ) upon receipt by us of your demand in writing and your written statement stating:

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

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....  
2. ....

**EWSC:**  
Initial: EWSC .....

Witness: .....



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

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

Time for Completion)..... (the "expiry date"), when this guarantee shall expire and shall be returned to us.

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

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

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

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**  
Initial: EWSC .....



## T4.5 Annex E EXAMPLE FORM OF RETENTION MONEY GUARANTEE

### REHABILITATION OF SITEKI WASTEWATER TREATMENT PLANT BIOFILTERS

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

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

At the request of the Principal, we .....(name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of..... (the guaranteed amount, say: ..... ) upon receipt by us of your demand in writing and your written statement stating:

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

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....

2. ....

Witness: .....

**EWSC:**  
Initial: EWSC .....



At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under sub-clause 11 of the conditions of the Contract with a copy being passed to us.

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

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

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

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

**BIDDER:**  
Initial: Authorized signatory/ies: 1. ....  
2. ....  
Witness: .....

**EWSC:**  
Initial: EWSC .....



## T4.6 ANNEX F ELIGIBILITY FORM

<b>ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011</b>	
<b>Bidder:</b> .....	<b>Date:</b> .....
<b>JV Partner:</b> .....	
LEGAL REQUIREMENT	RESPONSE/EVIDENCE
Our firm has the legal capacity to enter into the contract	Certificates of incorporation, Forms C and J, Trading licences Power of attorney.
Our firm 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	Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: i.....
Our firm has fulfilled its obligations to pay taxes and social security contributions	Valid tax clearance certificate for Government and parastatal tenders enclosed SNPF Compliance Certificate
It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions.	Labour Compliance Certificate enclosed
Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.	Confirmation by signature of authorised signatory: i.....

**BIDDER:**

**Initial:** Authorized signatory/ies: 1. ....

2. ....

**Witness:** .....

**EWSC:**

**Initial:** EWSC .....



Our firm, or any of its directors/key personnel 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	Confirmation by signature of authorised signatory: i.....
Our company and none of its directors or officers have been suspended from participating in the tendering process by SPPRA for the reasons specified in Section 56 of the Act	Confirmation by signature of authorised signatory: i.....
Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act	Confirmation by signature of authorised signatory: i.....
SWSC bid document purchase receipt	Enclosed

## PART T5: PRICING DATA

### T5.1 PRICING INSTRUCTIONS

#### PRICING INSTRUCTIONS

(1) For the purpose of this Bill of Quantities the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement of each item of work as defined in the Standard Specifications or the Project Specifications of the Contract.
- Quantity : The number of units of work for each item.
- Rate : The payment per unit of work at which the Contractor tenders to do the work.
- Amount : The product of the Quantity and the Rate tendered for an item.

**BIDDER:**

Initial: Authorized signatory/ies: 1. ....  
2. ....

**EWSC:**

Initial: EWSC .....

Witness: .....



Lump sum : An amount tendered for an item of which the extent is described in the Schedule of Quantities, the Specifications or elsewhere but the quantity of work is not measured in any units.

- (2) The Bill of Quantities forms part of the Contract Documents and shall be read in conjunction with all the other documents comprising the Contract Documents. Prices in the Bill of Quantities shall be entered in ink, and all corrections shall be initiated by the person signing the Form of Tender.
- (3) The quantities set out in the Bill of Quantities are approximate only and the quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities shall be used for determining payments to the Contractor.

The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sum amounts tendered, subject only to the provisions of the General Conditions of Contract and the provisions of paragraphs 11 and 12 of these instructions.

- (4) Rates and lump sum amounts shall be inclusive of overheads, profits, incidentals, escalations, etc. and shall include full compensation for the completed items of work as specified. Full compensation for completing all the work shown on the Drawings and specified in the Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract.

Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.

- (5) The Tenderer shall fill in a rate or lump sum to each item where provision is made therefore even where no quantities are given. Items against which no rate or lump sum is entered in the Tender will not be paid for when executed but payment for such work be will regarded as covered by other rates in the Bill of Quantities.
- (6) The Works as executed will be measured for payment in accordance with the methods described in the Contract under the various pay items notwithstanding any custom to the contrary.
- (7) The quantities of work or material stated in the Bill of Quantities shall not be considered as binding or extending the amount of work to be done or quantity of material to be supplied by Contractor.
- (8) The quantities of material or work stated in the Bill of Quantities shall not be regarded as constituting authorization to the Contractor to order material or execute work. The

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Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements therefrom.

- (9) The short description given of pay items in the Bill of Quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made inter alia to the Drawings, Standard Specifications, Project Specifications and General Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.
- (10) ERRORS IN TENDERS: The rates filled in by the Tenderer in the Form for the submission of Tenders shall be final and binding for purposes of tendering and errors resulting from incorrect extensions or additions shall be corrected in such a way that the rates remain unaltered.
- (11) Unbalanced rates or amounts

A Tender may be rejected if the unit rates or amounts for some of the items in the Bill of Quantities are in the opinion of the Employer unreasonable or out of proportion, and the Tenderer fails, within a period of fourteen (14) days after having been notified in writing by the Employer to adjust the unit rates or amounts of such items, to make such adjustments.

- (12) Units of measurement

The units of measurement described in the Bill of Quantities are metric units.

Abbreviations used in the Bill of Quantities are as follows:

m	= metre	ha	= hectare
m <sup>2</sup>	= square metre	kg	= kilogram
m <sup>3</sup>	= cubic metre	kl	= kiloliter
km	= kilometre	t	= ton (1 000kg)
hr	= hour	l	= litre
L.S.	= Lump Sum	%	= percentage
No.	= Number	MN	= mega newton
mth	= month	MNm	= Mega newton – metre
Prov. sum	= Provisional sum		
P.C.	= Prime Cost	m <sup>3</sup> -km	= cubic metrekilometre
E.O.	= Extra Over		
N/A	= Not Applicable		

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(13) All rates and sums of money quoted in the Bill of Quantities shall be in Emalangeni.

(14) Item numbers

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by a letter B refer to pay items described under Part B of the Project Specifications.

(15) "Rate only" items

The Tenderer shall fill in a rate opposite all items where the words "rate only" appear in the "Quantity" Column. The intention is that although no work is foreseen under such an item, and no quantities are accordingly given in the "quantity" column, the tendered rate shall apply in the event of work under this item being actually required. Tenderers' attention is directed to the provisions of Clause 12 of this preamble.

**BILL OF QUANTITIES**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>SABS 1200 A: PRELIMINARY &amp; GENERAL</b>				
1.1	Preliminary and general items related to this contract (establishment, health and safety and environmental requirements, etc.)	sum	1		
<b>TOTAL TO SUMMARY</b>					
<b>2</b>	<b>SABS 1200C: Site Clearance</b>				
2.1	Clear the site for stockpiling stones from both biofilters including the removal of grass	Sum	1		

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	and debris 500mm distance from the circumference of the biofilters				
2.2	Remove biofilter stones and stockpile for re-use	m <sup>3</sup>	2000		
2.3	Safely remove existing retaining panels and support system, place as instructed,	m <sup>2</sup>	3200		
<b>TOTAL TO SUMMARY</b>					
<b>3</b>	<b>SABS 1200D: Earthworks</b>				
3.1	Excavate in all materials up to 500mm depth around circumference of the biofilter, rip and compact to 93% MOD AASHTO density (or as instructed). Stockpile and maintain as instructed.	m <sup>3</sup>	45		
3.2	Import, fill and compact 300mm depth of G7 gravel material to at least 95% MOD AASHTO	m <sup>3</sup>	30		
<b>TOTAL TO SUMMARY</b>					
<b>4</b>	<b>SABS 1200G: Concrete work</b>				
4.1	Supply, fix and install Y10 steel bars	t	0.9		
	Concrete works				
4.2	Supply and construct 200mm of 30MPA concrete slab around biofilter. The rate shall include dowelling into old concrete.	m <sup>3</sup>	17		
4.3	Supply and lay loffelsteins retaining structure as per the attached drawing.	m <sup>2</sup>	300		
4.4	Supply and install biaxial geogrid as per the drawing. Pricing must take into consideration all wastages, overlaps, anchoring, etc required for achieving quality work onsite.	m <sup>2</sup>	3200		

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4.5	Re-pack of re-instate existing biofilter stones, ensuring minimal future settlement	m <sup>3</sup>	2000		
4.6	Install flume	No.	1		
<b>TOTAL TO SUMMARY</b>					
<b>5</b>	<b>SABS 1200 L &amp; LD Medium pressure pipeline &amp; sewer (provisional)</b>				
5.1	Remove existing asbestos pipes and place them safe as instructed				
5.1.1	a) 150mm diameter	m	18000		
5.1.2	b) 200mm diameter	m	18000		
5.2	Supply and replace class 34 HD uPVC pipe. The price to include all joints fittings and fixing onto the structure.				
5.2.1	c) 150mm diameter	m	18000		
5.2.2	d) 200mm diameter	m	18000		
<b>TOTAL TO SUMMARY</b>					

### Summary of Bill of Quantities

Section	Description	Amount
1	PRELIMINARY & GENERAL	E
2	Site Clearance	E
3	Earthworks	E
4	Concrete work	E
5	Medium pressure pipeline & sewer	E

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	<b>Subtotal</b>	E
	<b>Add 10% Contingencies</b>	E
	<b>Add VAT @ 15%</b>	E
	<b>Add CIC Levy @ 1%</b>	E
	<b>TOTAL CARRIED TO OFFER AND ACCEPTANCE</b>	E

**NB:**

**CIC is on work done and VAT does not include the CIC levy.** EWSC shall make corrections of arithmetic errors without any consultation with the contractor.

Employer shall first engage in negotiations before signing a contract.

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# PART T6: SCOPE OF WORK

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T6.1: SCOPE

The scope includes inter alia the removal of the existing retaining structure and filtering stones, extension of concrete slab, supply and installation of loffelstein retaining wall, repacking filtering stones, replacing old with class 34 HD uPVC pipes.

T6.2: STATUS

The wastewater treatment plant is located at Siteki and has deteriorated asbestos pipes and biofilters retaining structure

PORTION 1: THE WORKS

PS 1 GENERAL DESCRIPTION

The main aim of the project is to rehabilitate the wastewater infrastructure, thereby improving the effluent quality.

PS 2 DESCRIPTION OF SITE AND ACCESS

The Site of the Works is located in Siteki, East Region, where operations are continuous around the area of concern. Health and Safety shall be a priority throughout the project.

PS 3 DETAILS OF CONTRACT

The work to be carried out under this Contract mainly consists of the following:

- (a) Preliminary and General
- (b) Site clearance and Earthworks
- (c) Concrete Works
- (d) Medium Pressure pipelines and sewers

Approximate quantities of each type of work are given in the Schedule of Quantities.

PS 5 CERTIFICATES OF PAYMENT

A contractor shall submit an invoice, progress report and statement of claim for approval by the Engineer.

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All costs for the preparation and submission of the statements shall be borne by the Contractor.

PS 6 CONSTRUCTION IN RESTRICTED AREAS

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's equipment. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

PS 8 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced foremen, labourer and artisan staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times. The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

PS 9 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

The onus to prove exceptional rain rests with the contractor and only reliable information shall be used to determine any claim relating to rainfall.

PS 10 SPOIL MATERIAL

No indiscriminate spoiling of material is permitted. Surplus or unsuitable materials shall be spoiled in designated areas as directed by the Engineer.

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**T6.2 STANDARD SPECIFICATIONS**

The following specifications shall apply for the construction and quality control of the Works but **shall not apply for measurement and payment of any portion of the Works.**

- (a) the relevant COLTO and SANS 1200 specifications
- (b) Various other specifications specified elsewhere by the Contractor and approved by the Engineer

**T6.3 DRAWINGS**

These Bidding Documents includes the following drawings.

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>
1 of 1	SITEKI WASTEWATER TREATMENT PLANT	Tendering and construction

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**PART T6.5 SITE INFORMATION**

T6.5.1 Locality Plant

T6.5.2 Condition on site

There is no specific geotechnical information or other site information

T6.5.3 Drawing (see following page)

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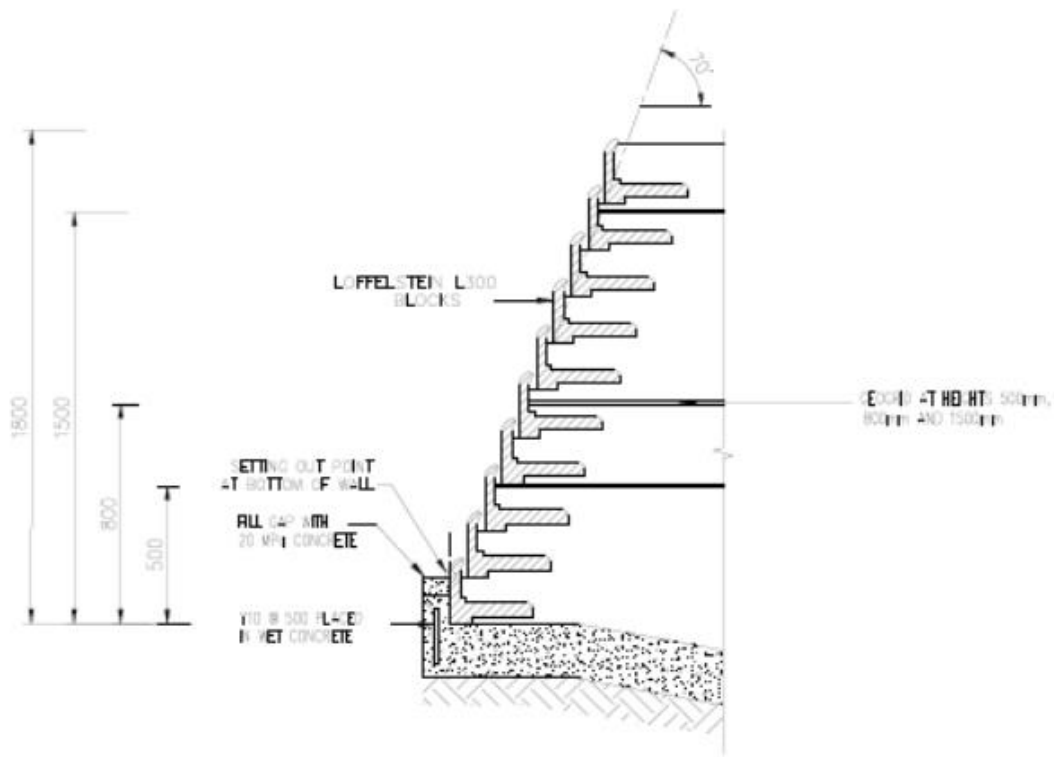
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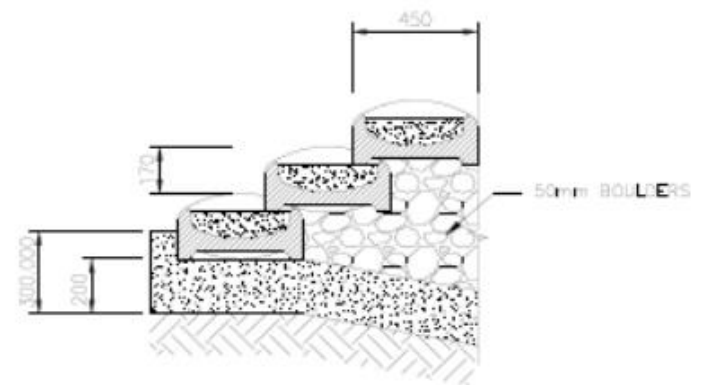
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TRICKLING FILTER WALL  
NTS



TRICKLING FILTER DETAIL  
NTS