

**ESWATINI WATER SERVICES CORPORATION**  
**TENDER DOCUMENT**



**ESWATINI WATER SERVICES CORPORATION**

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**TENDER NUMBER EWSC 17 of 2020/21**

**REHABILITATION OF EWSC STAFF HOUSES**

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**Employer:**

Eswatini Water Services Corporation

P. O. Box 20

Mbabane

Tel 416 3609 Fax 416 3618

**Contractor**

.....  
**(Tenderer to fill using block letters)**



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1. Invitation for Tender

**ESWATINI WATER SERVICES CORPORATION**



**Invitation for Bids (IFB)**

**INVITATION TO TENDER: TENDER NUMBER EWSC 17 of 2019/20**

**REHABILITATION OF EWSC STAFF HOUSES**

The Eswatini Water Services Corporation invites sealed tenders from eligible contractors registered with the Construction Industry Council of Eswatini for the Rehabilitation of Staff Houses and should be under category B5 – B6

Bid documents may be purchased from the address below for a non-refundable fee of E500.00 (Five Hundred Emalangeni Only); Proof of payment shall be included in the bid:

**EWSC Revenue Office,  
Gables Shopping Complex,  
Ezulwini  
Eswatini**

Bids shall be valid for a period of 90 days after bid opening and shall be accompanied by a tender bond of **E5,000.00** and hand delivered in a sealed envelope clearly marked "**Rehabilitation of EWSC Staff Houses**" to a designated tender box at the address below:

**The Managing Director  
Eswatini Water Services Corporation Headquarters,  
Emftonjeni Building,  
MR3 Between Gables Shopping Complex and Usushwana Bridge  
Ezulwini.**

The closing time for receipt of tenders is **12:00hrs** on, **Friday 13 November 2020**, at which time they will be opened in the presence of bidders who elect to attend. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Compulsory site inspections will be conducted commencing on **26 October to 30 October 2020**. Prospective Bidders must meet the Corporation's Engineer or representative in the various Regions as tabled in the data sheet at 10.30am.

**J. MASHWAMA  
MANAGING DIRECTOR**



## 2. Instruction to Bidders

<b>1. Qualification of the Bidder</b>	<p>All bidders shall include the following information and documents with their bids;</p> <ul style="list-style-type: none"><li>(a) <b><i>copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;</i></b></li><li>(b) total monetary value of construction work performed for each of the last two years;</li><li>(c) experience in works of a similar nature and size for each of the last two years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;</li><li>(d) major items of construction equipment proposed to carry out the Contract;</li><li>(e) qualifications and experience of key site management and technical personnel proposed for the Contract;</li><li>(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past two years;</li><li>(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</li><li>(h) authority to seek references from the Bidder's bankers;</li><li>(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and</li></ul>
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	<p>(j) proposals for subcontracting components of the Works amounting to not more than 10 percent of the Contract Price.</p> <p>To qualify for consideration for award, the bidder must;</p> <p>(i) have experience as prime contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);</p> <p>(ii) have proposals for the timely acquisition (own, lease, hire, etc.) of essential equipment necessary for the execution of the works.</p> <p>(iii) have a Contracts Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and</p> <p>(iv) have liquid assets and/or credit facilities, of no less than E500 000.00.</p> <p>(v) adhere to the attached tendering policy requirements as regards, safety, health and environment during the duration of the contract period</p> <p>NB: A consistent history of litigation or arbitration awards against the Applicant may result in disqualification.</p>
<p><b>2. One Bid per Bidder</b></p>	<p>Each Bidder shall submit only one Bid per Region. If a Bidder intends bid for all the Regions, the Bidder is expected to submit four bids, noting that each bid must be accompanied by a tender bond. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.</p>
<p><b>3. Cost of Bidding</b></p>	<p>The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer</p>

	will not be responsible or liable for those costs.
<b>4. Site Visit</b>	The Bidder, at the Bidder'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 Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
<b>5. Content of Bidding Documents</b>	<p>The set of bidding documents comprises the documents listed in the table below and any addenda issued:</p> <p>Instructions to Bidders</p> <p>Forms of Bid and Qualification Information</p> <p>Conditions of Contract – not attached</p> <p>Specifications</p> <p>Drawings</p> <p>Bill of Quantities</p> <p>Forms of Securities</p>
<b>6. Clarification of Bidding Documents</b>	A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received two weeks prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
<b>7. Amendment of Bidding Documents</b>	<p>Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.</p> <p>Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by facsimile to the Employer.</p> <p>To give prospective bidders reasonable time in which to</p>

	<p>take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.</p>
<p><b>8. Documents Comprising the Bid</b></p>	<p>The Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) The Bid</li> <li>(b) Bid Security</li> <li>(c) Priced Bill of Quantities</li> <li>(d) <b>Original</b> Valid Tax Compliance Certificate for Government or Parastatal tender</li> <li>(e). Valid trading licence</li> <li>(f) Qualification Information Form and Documents</li> <li>(g) Vaid CIC Registration</li> <li>(h) Eligibility criteria in terms of the Procurement Act, 2011</li> </ul> <p>and any other materials required to be completed and submitted by bidders, as specified in these instructions to Bidders.</p>
<p><b>9. Bid Prices</b></p>	<p>The Contract shall be for the whole Works, based on the priced Bill of Quantities submitted by the Bidder.</p> <p>The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder.</p> <p>The rates and prices quoted by the Bidder shall not be</p>

	<p>subject to adjustment during the performance of the Contract.</p>
<p><b>10. Bid Validity</b></p>	<p>Bids shall remain valid for a period of 90 days from date of tender opening.</p> <p>In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension.</p> <p>In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 60 days, the amounts payable to the Bidder selected for award, shall be increased by applying the factors specified by the GCC.</p>
<p><b>11. Bid Security</b></p>	<p>The Bidder shall furnish, as part of the Bid, a Bid Security in local in the amount specified in the tender advertisement.</p> <p>The Bid Security shall, at the Bidder's option, be in the form of a certified check, bank guarantee or insurance bond from a reputable Guarantor acceptable to the Employer. The format of the Bid Security should be in accordance with the form of Bid Security included in this tender document or another form acceptable to the Employer. Bid Security shall be valid for 28 days beyond the validity of the Bid.</p> <p>Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.</p> <p>The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period as</p>



	<p>specified in the tender advertisement.</p> <p>The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement.</p> <p>The Bid Security may be forfeited</p> <ul style="list-style-type: none"> <li>(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;</li> <li>(b) if the Bidder does not accept the correction of the Bid price, or</li> <li>(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement.</li> </ul>
<p><b>12.Format and Signing of Bid</b></p>	<p>The Bidder shall prepare one original of the documents comprising the Bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit a copy of the Bid, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by the Employer for record purposes.</p> <p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.</p> <p>The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.</p>
<p><b>13.Sealing and Marking of Bids</b></p>	<p>The Bidder shall seal the original and the copy of the Bid in two separate envelopes duly marking the envelopes as</p>

	<p>“ORIGINAL” and “COPY” respectively.</p> <p>The envelopes shall;</p> <ul style="list-style-type: none"> <li>-be addressed to the Employer at the address provided in the tender advertisement.</li> <li>-bear the name and identification number of the Contract as defined.</li> <li>-provide a warning not to open before the specified time and date for Bid opening.</li> </ul> <p>In addition to the identification required, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.</p> <p>If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p><b>14. Deadline for Submission of Bids</b></p>	<p>Bids shall be delivered to the Employer at the address specified in the tender advertisement and no later than the time and date specified.</p> <p>The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p><b>15. Late Bids</b></p>	<p>Any Bid received by the Employer after the prescribed deadline will be returned unopened to the Bidder.</p>
<p><b>16. Bid Opening</b></p>	<p>The Employer will open the bids, in the presence of the bidders’ representatives who choose to attend at the time</p>

	<p>and in the place specified in the tender advertisement.</p> <p>The bidders' names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The Employer will prepare minutes of the Bid opening, including the information disclosed to those present.</p>
<p><b>17. Process to be Confidential</b></p>	<p>Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.</p>
<p><b>18. Clarification of Bids</b></p>	<p>To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.</p>

<p><b>19. Correction of Errors</b></p>	<p>Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> <li>(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and</li> <li>(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.</li> </ul> <p>The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
<p><b>20. Evaluation and Comparison of Bids</b></p>	<p>The Employer will evaluate and compare only the bids determined to be substantially responsive.</p> <p>In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:</p> <ul style="list-style-type: none"> <li>(a) making any correction for errors.</li> <li>(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities.</li> <li>(c) making an appropriate adjustment for any other acceptable variations or deviations</li> </ul>
<p><b>21. Award Criteria</b></p>	<p><b>Experience</b></p>

(a) Five (5) and above years of experience working on similar projects. **(15)**

(b) Provide project experience in the form of appointment letters and / or completion certificates demonstrating capability and technical know-how in carrying out building construction and refurbishment works of similar nature and size.**(15)**

A sliding scale of 3 points will be used per project to award points

#### **Proposed Work Plan**

(a) Methodology covering the scope of work **(10)**

(b) Proposed construction program **(10)**

#### **Personnel**

a) The Foreman must have a Diploma in Civil Engineering with five (5) or more years working experience. **(10)**

b) Having a minimum of two (2) Grade 1 artisans with at least at least 3 years experience. **(10)**

#### **Safety Health and Environment Plan**

(a) Safety and Health Plan covering the scope of works **(10)**

#### **Financial Standing**

(a) Financial statements with at least 80% of the Bid price in their account or,

(b) Letter from a financial Institution confirming access to loan facility of 80% of Bid price **(20)**

The minimum technical score required to pass is **70%**

The formula for determining the financial scores is the following:

	<p>[Either <math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest reasonable acceptable price and <math>F</math> the price of the proposal under consideration, or another proportional linear formula]</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are:</p> <p>T= 0.7, and</p> <p>P= 0.3.</p> <p>The Corporation does not bind itself to appoint the lowest or any bidder</p>
<p><b>22. Employer’s Right to Accept any Bid and to Reject any or all Bids</b></p>	<p>The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.</p>
<p><b>23. Notification of Award and Signing of Agreement</b></p>	<p>The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).</p> <p>The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement</p> <p>The Employer will notify the other bidders that their bids have been unsuccessful.</p> <p>The contract award decision shall be taken by the appropriate approvals authority, but the award decision</p>



	<p>does not constitute a contract. Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website.</p> <p>The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.</p> <p>The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.</p>
24.	<p>EWSC has four regions in the country and bidders are required to bid for the rehabilitation of the staff houses per region, for example, if a bidder wants to bid for all the houses in the country then they will submit four separate bid documents marked clearly the regions and each region will have its own bill of quantities, etc</p>

### 3. Contractor's Bid

**Project Title:** Rehabilitation of EWSC Staff Houses

**Contract No:** EWSC 17 of 2020/21

**Description of Works:** General fixing of showers, toilets, carpentry, plumbing, roof, panting etc.

To: The Managing Director

Emtfonjeni Headquarters Building  
Ezulwini  
Below Gables Complex  
MR3 Usushwana Bridge

Sir/s

Having examined the Bidding documents, we offer to construct, complete and remedy any defects in the said Works in conformity with the General Conditions of Contract, Specifications, Drawings and Schedule of Quantities for the sum of

.....

..... (in words)

E.....

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

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time to be agreed with you.

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

Yours Faithfully

.....Date.....Contact Numbers: Tel.....Fax.....

Authorized Signature

#### 4. Qualification Information

The Bidder shall supply the following information;

1.0 Constitution or legal status of Bidder: *[attach copy]*

2.0 Place of registration: *[insert]*





3.0 Principal place of business: *[insert]*

4.0 Power of attorney of signatory of Bid: *[attach]*

5.0 Total annual volume of construction work performed in five years,

6.0 Work performed as prime Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			

7.0 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

8.0 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to the Instructions to Bidders.

Position	Name	Years of experience (general)	Years of experience in proposed position
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(a)			
(b)			

9.0 Proposed subcontracts and firms involved.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

10 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

11 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

12 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

13 Proposed Program (work method and schedule). Descriptions, drawings, and charts.

14 Tender Eligibility Criteria

In conformance with SWSC procurement standards and national legislation<sup>1</sup>, all invitation documents shall comply with the eligibility requirements and include any documentary evidence specified, as proof of eligibility. The following requirements are applicable and the tenderer (or supplier) shall demonstrate to the satisfaction of the Corporation that:

- (a) It has the legal capacity to enter into the contract by providing registration and valid trading documentation viz. certificates of incorporation, Forms C and J, trading licenses and power of attorney (for authorized signatories).
- (b) It 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 by providing current bank statements dating back six months.
- (c) It has fulfilled its obligations to pay taxes and social security contributions by providing valid tax clearance certificates for Government and Parastatal tender.
- (d) It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions. Clearance may be sought from the Labour Commissioner.
- (e) It does not have a conflict of interest in relation to the procurement requirements, in particular Section 60 (Public Officials and Politicians).
- (f) It, 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 by providing valid police clearance of key personnel and/letter of reference from professional body(ies) to which the tenderer subscribes.
- (g) it is not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension (see (f) above).

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<sup>1</sup> Section 40 of the Procurement Act of 2011

Kindly refer to the table below and note that this is the recommended format for submission with your bid documents. Refer to clarifications clause on page 4 of this document.

<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	<b>Original</b> Valid tax compliance 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.....
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	Confirmation by signature of authorised

process by SPPRA for the reasons specified in Section 56 of the Act	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 (where applicable)	Enclosed

5. Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Contract Price of *[amount in numbers and words]*, as corrected and modified in accordance with the tendering procedures is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Agreement



## 6. Agreement

**This Agreement**, made on the.....day of ....., 2020 between

**The Eswatini Water Services Corporation**

**P.O. Box 20**

**MBABANE**

(hereinafter called "the Employer")

and

(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....  
(hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

### **Now this Agreement witnessed 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, and they shall be deemed to form and be read and construed as part of this Agreement.
2. 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 in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price 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.

**In Witness whereof** the parties thereto have caused this Agreement to be executed the day and year written.

Signed at.....this .....day of .....2020

.....  
Binding Signature of Employer

.....  
Capacity

Witness 1: .....

Witness 2:.....

.....  
Binding signature of the Contractor.

.....  
Capacity

Witness 1: .....

Witness 2:.....



## 7. Condition of Contract

Eswatini Association of Architects Engineers and Surveyors



8. Specification

9. Occupational Health and Security

## **Occupational Health, Safety and Environment Policy Requirements for Tendering for All Eswatini Water Services Corporation Projects and Works**

### **Background and Rationale**

All contractors and sub-contractors shall adhere to the following tendering policy requirements as regards, safety, health and environment during the duration of the contract period.

The Eswatini Water Services Corporation's Safety, Health and Environment Policy require that Local, Regional and International standards on Occupational Health, Safety and Environment are met at levels of the organization including sub-contractors.

A high standard of safety, health and environmental monitoring is required so that Eswatini Water Services Corporation maintains zero harm to the environment, community, employees and sub tractors.

### **Requirements**

The following requirements shall apply before the tender is awarded:

1. The written Occupational Health, Safety and Environment Policy from the contractor to be submitted with tender document.
2. The Project Safety Plan to be submitted with tender documents by the contractor
3. The Environmental Plan to be submitted with tender document the contractor.
4. First Aid training to be completed before commencement of project by the contractor.
5. Personal protective equipment & clothing policy and register to be submitted by the contractor.
6. Registers of equipment and test certificates to be submitted by the contractor.
7. Accident registers and forms to be submitted by the contractor.

8. Fire Extinguisher register to be submitted by the contractor.
9. Safety Procedures to be documented and submitted by the contractor.
10. Organogram indicating competent persons and Safety, Health and Environmental Committees and Health and Safety Committee committed by the contractor.
11. Weekly Report Format.
12. Monthly Report Format.
13. Copy of Occupational Health and Safety Act, 2001 and Compensation Act 1980 to be submitted by the contractor.
14. Workmen's Compensation Injury on Duty Report and SRIC Policy to be submitted by the contractor.

### **Commencement**

The documents required shall be deposited with the tender documents. The implementation of training of first aid, fire fighting and basic Occupational Health and Safety Act of 2001 training shall occur soon after the tender has been awarded.

#### 10. Form: Bid Security (Guarantee)

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the construction of *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of Employer] (hereinafter called "the Employer") in the sum of *[amount]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27,
- we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [number] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

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*[signature, name, and address]*

### 11. Data Sheet

#### MEETING AREA IN THE REGION

Mbabane: 26° 20' 07.59" S 31° 09' 01.98" E  
 Matsapha: 26° 29' 26.70" S 31° 17' 59.26" E  
 Siteki: 26° 27' 37.76" S 31° 57' 14.60" E  
 Nhlangano: 27° 06' 33.68" S 31° 11' 23.41" E

#### DATE / TIME ALL AT 10:00am

26 October 2020  
 27 October 2020  
 28 October 2020  
 29 October 2020

Period of validity of tender

Ninety (90) days

Address of Employer

P.O. Box 20 Mbabane

Time within which works to be commenced

7 days from date of delivery to the contractor of the letter of Acceptance.

Time within which programme to be furnished

7 days from the date of delivery to the contractor of the letter of acceptance.



Limited amount of Liability insurance	One hundred thousand (E100 000). The number of claims shall be unlimited in the case of personal injury during construction and defects liability period.
Time of completion of works	Twelve (12) Weeks from date of commencement
Amount of penalty	1% of the Contract per calendar day
Maximum amount of penalty	Limited to 10% of Contract Sum.
Price Variation	Not applicable.
Advance payment	Not applicable
% advance on materials of not yet built into permanent works	80 % upon presentation of proof of purchase and payment for materials onsite
Percentage retention	10% of value of completed works
Limit of retention money	10% of the contract Sum
Period within payment must be made	Thirty (30) days after receipt by Employer of the payment certificate signed by the Engineer.
Defects liability period	Three (3) Months after issue of completion certificate.

**ESWATINI WATER SERVICES CORPORATION**



**Tender number EWSC 08 of 2020/21**

**REHABILITATION OF EWSC STAFF HOUSES**

**CERTIFICATE OF TENDERERS INSPECTION OF THE SITE**

1. This is to certify that I.....

of the Firm.....

(Name of Tenderer)

in the company of .....

(Name of Engineer conducting the visit)

inspected the site of the works in connection with the construction of the above Works.

2. Having previously studied the tender documents, I carefully examined the site of the Works.

3. I will carry out further investigation as may be necessary to fully evaluate all implications of the Works and Tender.

4. I further certify that I am satisfied with the description of the Works and the explanations given by the said Engineer.

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

(Tenderer's representative)

Witnessed..... Date.....

(Engineer conducting the visit)

**12. BILLS OF QUANTITIES**



## A. Preamble

### General

1. The Bill of Quantities is divided into separate parts.
2. The Schedules do not generally give a full description of the Works to be performed under each Section of the Works. Bidders shall be deemed to have read the Requirements, and other sections of the Bidding Document, and reviewed the Drawings, to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification, prior to submitting their Bid.

### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialled by the Bidder.  
As specified in the Bid Data Sheet (BDS) and Particular Conditions (PC), prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment, in which case the provisions of GC , Adjustments for Changes in Cost, shall apply.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified.

For each item, Bidders shall complete each appropriate column in the respective part of the BOQ/Schedules, giving the price breakdown as indicated.

Prices given in the BOQ/Schedules against each item shall be for the scope covered by that item as detailed.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item, and in accordance with the provisions.
7. When requested by the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the BOQ/Schedules.

### **B. Work Items**

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the areas in the respective Regions:
2. Bidders shall price the Bill of Quantities in Local currency.

## 12. Drawings