

ESWATINI WATER SERVICES CORPORATION



TENDER DOCUMENT

TENDER NUMBER: SWSC 30 OF 2020/21

**DESIGN, SUPPLY AND INSTALLATION OF A PORTABLE SLUDGE HANDLING
PLANT
WOODLANDS POTABLE WATER TREATMENT PLANT**

Eswatini Water Services Corporation Headquarters,
Emftonjeni Building
Below Gables Shopping Complex
Corner (MR 103) and Cultural Village Road
Ezulwini

Section 1: Letter of Invitation to Tender

ESWATINI WATER SERVICES CORPORATION

Tender number SWSC 30 of 2020/2021

DESIGN, SUPPLY AND INSTALLATION OF A PORTABLE SLUDGE HANDLING PLANT AT WOODLANDS POTABLE WATER TREATMENT PLANT

The Eswatini Water Services Corporation hereby invites sealed bids from eligible engineering service providers for the Design, Supply and Installation of a Portable Sludge Handling Plant at Woodlands Potable Water Treatment Plant.

Bidding documents are available and downloadable online on the Eswatini Water Services Corporation's Website, www.swsc.co.sz for a fee of E500.00 payable at any EWSC service centre. Proof of payment must be attached to the tender submission

Bids shall be valid for a period of 90 days after Bid opening and must be accompanied by a bid security of **SZL 20 000.00** and delivered to;

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

on or before 12.00 noon, Friday the **23 January 2020** at which time they will be opened in the presence of bidders who elect to attend.

A site inspection will be conducted on **11 December 2020 at 1000hrs** and prospective bidders shall meet the Corporation's representative at at the EWSC Woodlands Water Treatment Plant – Thembelihle, Mkhwakhwa Street, Mbabane.

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

J. MASHWAMA
MANAGING DIRECTOR

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SECTION 2: INSTRUCTIONS TO TENDERERS

2.1: Instruction to Tenderers

Eligibility of the Tenderer All Tenderers shall include the following information and documents with their tenders;

- (a) copies of original and valid Trading License, Valid Tax Clearance Certificate, Form J, Tender security, and written power of attorney of the signatory of the Tender to commit the Tenderer;
- (b) total monetary value of similar/relevant work performed for the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major equipment proposed to carry out the Contract;
- (e) qualifications and experience of key technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the Tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Tenderer is involved, the parties concerned, and disputed amount; and
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria:

- (a) Experience as prime contractor in at least 3 completed projects of similar nature over the last 5 years
- (b) Qualifications and competency of key staff for the assignment.
 - i. Registered Professional Civil/Mechanical Engineer with at least 7 years' experience in similar activities,
 - ii. Civil/Mechanical Engineering Technicians with Technical Diploma coupled with 5 year experience in similar activities.

(c) Adequacy of work plan and methodology in responding to Terms of Reference.

(d) Presented Solution.

(e) After sales support

(f) Training

NB: A consistent history of litigation or arbitration awards against the Applicant may result in disqualification.

One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer will in no case be responsible or liable for those costs.

Site Visit

The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

Content of Tendering Documents

The set of tendering documents comprises the documents listed in below and any addenda issued:

- Instructions to Tenderers
- Form of Letter to Tender
- Conditions of Contract

- Terms of Reference

Clarification of Tendering Documents

A prospective Tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification received earlier than 3 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all short listed Tenderers of the tendering documents, including a description of the inquiry, but without identifying its source.

Amendment of Tender Documents

Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda.

Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable to all purchasers of the tendering documents. Prospective Tenderers shall acknowledge receipt of each addendum by electronic mail to the Employer.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend, as necessary, the deadline for submission of tenders.

Documents Comprising the Tender

The Tender submitted by the Tenderer shall comprise the following:

- (a) The Tender
- (b) Tender Security
- (c) Priced Schedule of Quantities
- (d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by Tenderers, as specified in these

instructions to Tenderers or as implied in the tendering document.

Tender Prices

The Contract shall be for the whole Works and is a fixed lump sum contract.

All duties, taxes, and other levies payable by the Contractor under the Contract, shall be included in the rates, prices, and total Tender price submitted by the Tenderer. This is a fixed lump-sum Contract.

The rates and prices quoted by the Tenderer **shall not be** subject to adjustment during the performance of the Contract.

Tender Validity

Tenders shall remain valid for a period of 90 days from date of tender opening.

In exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing. A Tenderer may refuse the request without forfeiting the Tender Security. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of Tender Security for the period of the extension.

Tender Security

The Tenderer shall furnish, as part of the Tender, a Tender Security in the amount specified in the tender advertisement.

The Tender Security shall, at the Tenderer's option, be in the form of a bank guarantee or insurance bond from a reputable Guarantor acceptable to the Employer. The format of the Tender Security should be in accordance with the form of Tender Security included in this tender document

Any tender not accompanied by an acceptable Tender Security, shall be rejected by the Employer.

The Tender Security of unsuccessful Tenderers will be returned within 60 days of the end of the Tender validity period.

The Tender Security of the successful Tenderer will be discharged when the Tenderer has signed the Agreement.

The Tender Security may be forfeited:

- (a) if the Tenderer withdraws the Tender after Tender opening during the period of Tender validity;
- (b) if the Tenderer does not accept the correction of the Tender price, or
- (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to sign the Agreement and provide the necessary sureties where required.

**Format and
Signing of
Tender**

The Tenderer shall prepare one original of the documents comprising the Tender as described in these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL.**" In addition, the Tenderer shall submit 3 copies of the Tender, and clearly marked as "**COPY.**" 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.

The original and all copies of the Tender 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 Tenderer. All pages of the Tender where entries or

amendments have been made shall be initialed by the person or persons signing the Tender.

The Tender 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 Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

Sealing and Marking of Tenders

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet (Section 2.1).

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and shall be kept in the Managing Director's safe until all submitted proposals are opened publicly

Deadline for Sub-mission of Tenders

Tenders shall be delivered to the Employer at the address specified in the letter of invitation no later than the time and date specified in data sheet. Once delivered to submission address, withdrawals, substitutions and modifications will not be allowed. Any proposal received after the closing time

for submission of proposals shall be returned unopened. Withdrawals, substitutions and modifications are however allowed before submission deadline

The Employer may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

Tender Opening

The Employer will open the tenders, in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the tender advertisement.

An authorized representative of the firm must initial all pages of the proposal originals. The representative's authorization is confirmed by a written power of attorney accompanying the proposal. The proposals shall also include the firm's **valid trading license, a valid tax compliance certificate, Power of Attorney ,Form confirming Company Directorship (Form J),Form c, Labour Compliance Certificate, Directorship Police Clearances, ENPF compliance certificate , Certificate of incorporation ,Audited financial statements for the past three years ,fully completed Eligibility criteria form in terms of the procurement act 2011(Attached) a bid security of SZL 20,000.00 and an SZL 500 submission receipt from any EWSC revenue office.**

The Tenderers' names, the Tender prices and the total amount of each Tender shall be read out.

Process to Be Confidential

Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of tenders

or award decisions shall result in the rejection of the respective Tender.

Clarification of Tenders

To assist in the examination, evaluation, and comparison of tenders, the Employer may, at the Employer's discretion, ask any Tenderer for clarification of the Tenderer's Tender, including breakdowns of unit rates.

Tenderers requiring any clarification of the tender documents may give notice to the Employer. The notice shall be written in the language used in the invitation and directed to address indicated in Data Sheet (Section 2.1).

The request for clarification and the response shall be in writing, telex, or facsimile, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

Evaluation of Proposal

The evaluation committee, appointed by the Corporation, evaluates the proposals on the basis of their responsiveness to the Terms of Reference (Section 5), applying the evaluation criteria, sub criteria (typically not more than three per criteria) and price.

Award Criteria

The Employer will award the Contract to the Tenderer who appears to have the capability and resources to carry out the Contract effectively, whose Tender has been determined to be responsive to the Tender Documents (including the technical responsiveness) and who has offered (all taken into consideration) the most favorable Tender.

**Employer's
Right to Accept
any Tender and
to Reject any
or all Tenders**

The Employer reserves the right to accept or reject any or all Tenders, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

**Notification of
Award and
Signing of
Agreement**

The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender 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").

The contract award decision shall be taken by the appropriate approvals authority, but the award decision 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 Swaziland Public Procurement Regulatory Agency website.

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.

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.

Information to Consultants

Data Sheet

The name of the Client is: **Eswatini Water Services Corporation**

The method of selection is: **Least cost based**

Technical and Financial Proposals are requested: **Yes, in one envelope**

The assignment is phased: **No.**

The name(s) and telephone numbers of the Client's official(s) are:

Ms. Phindile Nkomo - **Procurement Manager**
Tel. 2416 9000

Clarifications may be requested: **5 days before the submission date.**

Submission date: 22 January 2020

Compulsory Site visit: 11 December **2020**, at **10:00am at** EWSC Woodlands Water Treatment Plant – Thembelihle, Mkhwakhwa Street.

The address for requesting clarifications is: procurement@swsc.co.sz

Telephone **2416 9000** Facsimile: **2416 3618/20**

Training is a specific component of this assignment: **Yes**

Proposals must remain valid **90 days** after the submission date.

Consultants must submit an original and **3 additional copies** of each proposal:

The postal address is:

Eswatini Water Services Corporation
P.O. Box 20,

Mbabane

H100.

Proposals shall be hand delivered to a designated tender box; The proposal submission address is

Physical address

Emtfonjeni Building

Below Gables Shopping Complex

Corner MR 103 and Cultural Village Road

Ezulwini

Proposals shall be valid for a period of 90 days after Bid opening and addressed to;

The Managing Director
Eswatini Water Services Corporation Headquarters,
Emtfonjeni Building,
Corner MR 103 and Cultural Village Road
Ezulwini

on or before **12.00 noon ,22 January 2020**, at which time they will be opened in the presence of bidders who elect to attend.

Information on the outer envelope should also include: **DESIGN, SUPPLY AND INSTALLATION OF A PORTABLE SLUDGE HANDLING PLANT AT WOODLANDS POTABLE WATER TREATMENT PLANT**

The Name of the bidder should also be provided on outer envelope.

SECTION 3: LETTER OF TENDER

Name of Contract:

To:

We have examined the Conditions of Contract, Employer's Requirements and Addenda Nos_____ for the above-named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein, in conformity with such documents and our enclosed Bid (including this letter) for the prices set out in our Bid.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as reasonably practicable after the Commencement date, and complete the works in accordance with the above-named documents within the Time for Completion. We guarantee that the works will then conform to the Performance Guarantees included in this Bid.

Having examined the Tender document, we offer to design, supply, fit and remedy any defects in the said Works in conformity with the General Conditions of Contract and Terms of Reference 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.

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

Signature: _____ in the capacity of _____ duly authorised to sign bids for and behalf of _____

Address: _____

Date: _____

SECTION 4: ELIGIBILITY OF TENDERER

Section 4.1

Each Tenderer shall submit the information listed below with the Tender. In case of a joint venture of two or more legal persons, the information shall be submitted in respect of each of these persons and in respect of the joint venture tenderer:

1. Constitution or legal status, place of registration and principal place of business of Tenderer: *[attach copy]*
2. Total annual turnover expressed as total volume of engineering work carried out in each of the last five years.
3. Financial report including profit and loss statements, balance sheets and auditor's reports for the last three years, and an estimated financial projection for the subsequent year.
4. Evidence of access to lines of credit, and availability of other financial resources.
5. Name and address of banker (s) who will (and have been authorized to) provide references upon request by the Employer.
6. Details of performance as prime/main contractor on works of a similar nature and volume over the last three years and on current works, including expected completion date in the format given in the table 1 below.
7. A list of the major items of Contractor's Equipment proposed for carrying out the contract including details of ownership (Table 1).
8. **A detailed Proposed Program (work method and schedule);
Descriptions, drawings, and charts.**
9. Qualifications and experience of key staff proposed for the project as shown in "Form B"
10. Similar work completed in the past five (5) years (in format shown in Form A)

Table 1: Major items of Contractor's Equipment proposed for carrying out the Works. (List all information requested in the format 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)			

Table 2: Proposed subcontracts and firms involved.

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

Table 3: Information on current litigation in which the Tenderer is involved.

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

Form A: Similar Work Completed

Using the format below, provide information on each similar assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Employer:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Swazi Emalangen):
Name of Associated Contractors, If Any:		N ^o of Months of Professional Staff Provided by Associated Contractors:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		



From B: Format of Curriculum Vitae for Proposed Personal Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorized representative of the firm]
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Section 4.2

In order for a joint venture of two or more legal persons to be accepted as eligible:

- These persons shall have nominated a leader with authority to bind the joint venture and each of these persons; and this leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all these persons.
- Evidence of this authorisation shall be submitted with the tender in the form of a power of attorney signed by legally authorised signatories of all these persons
- The contract agreement must be signed so as to be legally binding on each of these persons
- A copy of the agreement entered into by these persons shall be submitted with the Tender. This agreement shall state (i) each such person's percentage participation in this joint venture, and (ii) that these persons shall be jointly and severally liable to the Employer for the performance of the Contract.

No such person or sole Tenderer shall participate in the preparation of another Tenderer's Tender for the same Contract. If any entity is found to have participated in two or more Tenders, other than alternative Tenders from the same tenderer, all such Tenders will be rejected.

However, any entity may be proposed as a prospective sub-contractor by more than one tenderer in addition to being either a sole tenderer or a participant in one joint venture tenderer.

SECTION 5: AGREEMENT

This Agreement, made on the.....day of, 20... between

The Eswatini Water Services Corporation

of

**Emftonjeni Building
Below Gables Shopping Complex
Corner (MR 103) and Cultural Village Road
Ezulwini**

(Hereinafter called “the Employer”)

and

.....

of

.....

.....

.....

.....

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

The Employer desires the execution of certain works known as the
**DESIGN, SUPPLY AND INSTALLATION OF A PORTABLE SLUDGE HANDLING
PLANT AT WOODLANDS POTABLE WATER TREATMENT PLANT**

CONTRACT AGREEMENT

This Agreement made the _____ day of _____ Between _____ of _____ (Hereinafter called "the Employer") of the one part and _____ of _____ (hereinafter called "the Contractor") of the other part.

Whereas the Employer desires the works known as _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of these works and remedying of the 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 herein after referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of the Agreement:
 - a) The Letter of Acceptance;
 - b) The Employer's requirements
 - c) The Conditions of Contract
 - d) The Terms of Reference (Refer to Section 5)
 - e) The Financial Bid (Refer to Section 4)
 - f) The Technical Bid (Refer to Section 3)
 - g) Addenda nos: _____
- 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 design, 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 design, execution and completion of the Works and the remedying of defects therein, the final 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 by: _____ SIGNED by: _____

For and on behalf of the Employer in the presence of :

Witness: _____ Witness: _____

Name: _____ Name: _____

Address: _____ Address: _____

Date: _____ Date: _____

SECTION 6: GENERAL CONDITIONS OF CONTRACT

General Conditions shall be those of the
“Conditions of Contract for EPC/Turnkey Projects first edition 1999 (Grey Book),
with further amendments,

Prepared by the

Fédération Internationale des Ingénieurs- Conseils (FIDIC).

These conditions are subject to the variations and additions set out in Section 7
Hereof Entitled “Special Conditions of Contract.”

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

SECTION 7: SPECIAL CONDITIONS OF CONTRACT

References from Clauses in the General Conditions:

1. Clause 1.1.3.3&8.2-Time for Completion of the works: **3 Months**
2. Clause 1.1.3.7 & 11.1- Defects Notification Period: **365 days**
3. Clause 1.3-Electronic systems for communications: E-mail:
procurement@swsc.co.sz
4. Clause 1.4-Laws & Languages: Governing Law: **Laws of the Kingdom of Eswatini**

Ruling language: **English**

5. Clause 4.2- Performance Security: **10% of contract amount in the form of local Bank guarantee or local insurance bond**
6. Clause 4.4- Notice of subcontractors: **At least 28 days' notice**
7. Clause 8.7/12.4 & 14.5 (d)- **Delay/performance damages 0.5% of the contract price per day**
8. Clause 14.3(c) – Retention: **5%**
9. Clause 17.6- Limitation of liability: **Contract amount**
10. Clause 18.1- The insuring party shall be the Contractor and Evidence of insurances is due : **Within 25 days**
11. **Subclause 14.2** Advance payment : there shall be no advance payment under this contract
12. **Subclause 14.15** Currencies of payment : Lilangeni
13. **Subclause 4.21** : Progress reports to be submitted every 2 weeks

SECTION 8: TERMS OF REFERENCE & SPECIFICATIONS

8.1 SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Scope

The works includes the design, supply and installation as well as commissioning of a mechanical sludge dewatering plant for the Woodlands Potable Water Treatment Plant. This also comprises provision of a storage area for the caked sludge before disposal. The filtrate has to be discharged back to the headworks for treatment.

Technical Specifications

Any work considered necessary by the supplier for successful completion of the work but not mentioned in the Tender, is required to be considered suitable against the relevant item of Schedule of Quantities Codes & Standards.

All materials, equipment and accessories used in the manufacture shall conform to the latest editions of relevant Standards including amendments and addenda.

WATER TREATMENT DESIGN PARAMETERS – SPECIFICATION

- Water Treatment Plant design capacity: **870m³/hr.**
- Highest Total Suspended Solids (TSS): **120 mg/L**
- Highest Annual Turbidity: **150 NTU**
- Maximum Alum dosage: **15 ppm**
- Filter type: **Rapid Sand Filters**
- Filter Backwash Rate: **At least 3 times a day**

NB: Sludge Plant to handle effluent from clarifiers as well as backwash wastewater from Rapid Sand filters.

PERFORMANCE CRITERIA/EMPLOYERS REQUIREMENTS

- Cake yield: > **1.5 kg/m².h**
- Solids recovery: > **90%**
- Filtrate suspended solids: < **20 mg/L**
- Final sludge moisture content: < **30%**

Annexure 1

ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011	
Bidder: Date: JV Partner:	
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.....
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