



# **Procurement of Construction Works**

**Invitation to Tender for the Rehabilitation of Ezulwini  
Wastewater Treatment Plant.**

**EWSC 69 OF 2023-2024**

**September 2023**

Section I. Invitation for Tender

Date: **12 September 2023**

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1. The **Eswatini Water Services Corporation** invites suitably qualified and reputable contractors registered with the Construction Industry Council of Eswatini Category of Water and/ or wastewater treatment plant, welding or steel works to submit proposals for the rehabilitation of Ezulwini Waste Water Treatment Plant.
2. Tender documents may be purchased at the address stated below for a non-refundable fee of **E1 000.00**. Tenders can be downloaded from the EWSC website [www.ewsc.co.sz](http://www.ewsc.co.sz). A tender security of **E10,000** shall be required for this tender.
3. There shall be a **compulsory site inspection** at the Ezulwini Waste Water Treatment Plant on **Monday 25<sup>th</sup> September Starting at 11:00am**. Tenderers are expected to provide the following required eligibility documents along with their technical and financial proposals; A Valid Trading License, Form J And Form C, an Original Tax Compliance Certificate, Power Of Attorney, ENPF Compliance Certificate or Equivalent, Police Clearance Certificates for All Directors or Affidavit of non-conviction, A Labor Compliance Certificate or Equivalent, Registration with the Construction Industry Council of Eswatini (CIC), Audited Financial Statements for The Past Three Years and Bid Securing Declaration Form.
4. Tenderers are required to submit both the Technical and the Financial Proposal which shall be enclosed in a sealed envelope. The envelope shall bear the following additional identification marks: **EWSC 69 OF 2023-2024 “Rehabilitation of Ezulwini Wastewater Treatment Plant”**.
5. Tenders shall be valid for a period of **90 days** after bid opening and shall be hand-delivered in a sealed envelope clearly marked “Rehabilitation of Ezulwini Wastewater Treatment Plant” on or before **13<sup>th</sup> October 2023 at 12h00**, at which time they will be opened in the presence of the Tenderers who wish to attend.

**Eswatini Water Services Corporation,  
CNR MR103 and Cultural Village Drive, Pool Area,  
Ezulwini**

**JMASHWAMA  
MANAGING DIRECTOR**

# Summary Description

These Standard Tendering Documents for Procurement of Works apply either when a prequalification process has taken place before Tendering or when a prequalification process has not taken place before Tendering (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

## SBD for Procurement of Works

### Summary

#### PART 1 – TENDERING PROCEDURES

##### **Section I: Instructions to Tenderers (ITT)**

This Section provides relevant information to help Tenderers prepare their Tenders. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

##### **Section II. Tender Data Sheet (TDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Tenderers.

##### **Section III. Evaluation and Qualification Criteria** *(alternative Section III to be used when Prequalification has taken place before Tendering)*

This Section contains the criteria to determine the best-evaluated Tender and to ascertain the continued qualification of the Tenderer to perform the contract.

##### **Section III. Evaluation and Qualification Criteria** *(alternative Section III to be used when Prequalification has not taken place before Tendering)*

This Section contains the criteria to determine the best-evaluated Tender and the qualifications of the Tenderer to perform the contract.

##### **Section IV: Tendering Forms**

This Section contains the forms which are to be completed by the Tenderer and submitted as part of his Tender.

##### **Section V. Eligible Countries**

This Section contains information regarding eligible countries.

## **PART 2 – WORKS REQUIREMENTS**

### **Section VI. Works Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

## **PART 3 – *CONDITIONS OF CONTRACT AND CONTRACT FORMS***

### **Section VII. General Conditions (GC)**

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

### **Section VIII. Standard Conditions (SC)**

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Procuring Entities.

### **Section IX: Annex to the Special Conditions - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Tenderer after contract award.

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# **PART 1 – TENDERING PROCEDURES**





# Section I. Instructions to Tenderers

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## Section I. Instructions to Tenderers

### A. General

- 1. Scope of Tender**
- 1.1 In connection with the Invitation for Tenders indicated in the Tender Data Sheet (TDS), the Procuring Entities, **as indicated in the TDS**, issues these Tendering Documents for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of lots (contracts) of the Open International Tendering (ONT) are provided in the TDS.
- 1.2 Throughout these Tendering Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - (c) “day” means calendar day;
  - (d) the term “Engineer” refers to the officer, body or institution appointed under Section 57 of the Public Procurement Act of 2011 as Principal Agent;
  - (e) “Government” refers to the Government of the Kingdom of Eswatini, any Procuring Entities or the relevant approvals authority as defined in the Public Procurement Act of 2011; and
  - (f) “ESPPRA” refers to the Eswatini Public Procurement Agency.
- 2. Source of Funds**
- 2.1 The Procuring Entities indicated in the TDS has applied for or received financing (hereinafter called “funds”) toward the cost of the project or programme **named in the TDS**. The Procuring Entities intends to apply a portion of the funds to eligible payments under the contract(s) for which these Tendering Documents are issued.
- 2.2 Payments by the Procuring Entities will be made only at the request of the Engineer. The Government prohibits a withdrawal for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials,

if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

### **3. Fraud and Corruption**

3.1 It is the Government's policy to require that Procuring Entities (including beneficiaries of the funds), as well as Tenderers, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
- (iii) "collusive practice" is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Government staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>4</sup> "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

indirectly, any party<sup>5</sup> or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Eswatini Water Services Corporation’s inspection and audit rights provided for under sub-clause 3.1(e) below.

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the the funds allocated to a contract if it determines at any time that representatives of the Procuring Entities or of a beneficiary engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entities having taken timely and appropriate action satisfactory to remedy the situation; and

(d) will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures, including suspending or barring a Tenderer in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2011 and in accordance with regulations 162 to 167 of the Public Procurement Regulations of 2020: (i) to be awarded a Government-financed contract; and (ii) to be a

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<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.

nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract. A Tenderer or supplier aggrieved by such a decision, may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2011.

3.2 In further pursuance of this policy, Tenderers shall permit the Government to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government.

3.3 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

#### 4. Eligible Tenderers

4.1 A Tenderer may be a natural person, private entity, government-owned entity—subject to ITT 4.5—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:

(a) **unless otherwise specified in the TDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and

(b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the Tendering process and, in the event the JVA is awarded the Contract, during contract execution.

4.2 A Tenderer, and all partners constituting the Tenderer, may have the nationality of any country subject to the restrictions specified in Section V, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract

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

including related Services.

- 4.3 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if :
- (a) they have at least one controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this Tender; or
  - (d) they have a relationship with each other directly that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entities regarding this Tendering process; or
  - (e) a Tenderer participates in more than one Tender in this Tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which such Tenderer is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or
  - (f) a Tenderer participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender;
  - (g) a Tenderer or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entities or Procuring Entities as Engineer for the Contract implementation.
- 4.4 A Tenderer that has been sanctioned by ESPPRA in accordance with the above ITT 3.1 (d), , shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ESPPRA shall determine.
- 4.5 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 34 of the Public Procurement Act of 2011. To establish eligibility, the

government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2011.

4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entities, as the Procuring Entities shall reasonably request.

4.7 Tenderers shall be excluded if:

(a) as a matter of law or official regulation, the Government prohibits commercial relations with that country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of Works required; or

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

4.8 This Tendering is open only to prequalified Tenderers by the CIC or Equivalent construction council body in other countries, unless an exception has been granted by ESPPRA, **as indicated in the TDS.**

**5. Eligible Materials, Equipment, and Services**

5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Procuring Entities's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.

**B. Contents of Tendering Documents**

**6. Sections of Tendering Documents**

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

**PART 1 Tendering Procedures**

- Section I. Instructions to Tenderers (ITT)
- Section II. Tender Data Sheet (TDS)



- Section III. Evaluation Criteria and Qualification Criteria
- Section IV. Tendering Forms
- Section V. Eligible Countries

**PART 2 Works Requirements**

- Section VI. Works Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Standard Conditions (SC)
- Section IX. Annex to the Special Conditions - Contract Forms

6.2 The Invitation for Tenders issued by the Procuring Entities is not part of the Tendering Documents.

6.3 The Procuring Entities is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the source stated by the Procuring Entities in the Invitation for Tenders.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

**7. Clarification of Tendering Documents, Site Visit, Pre-Tender Meeting**

7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Procuring Entities in writing at the Procuring Entities's address **indicated in the TDS** or raise his enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Procuring Entities will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Tenders. The Procuring Entities shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Tendering Documents, the Procuring Entities shall amend the Tendering Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer is advised to visit and examine the Site of

Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

- 7.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entities to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Procuring Entities and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Tenderer's designated representative is invited to attend a pre-Tender meeting, **if provided for in the TDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Procuring Entities not later than one week before the meeting.
- 7.6 Minutes of the pre-Tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Documents in accordance with ITT 6.3. Any modification to the Tendering Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entities exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting.
- 7.7 Nonattendance at the pre-Tender meeting will ~~not~~ be a cause for disqualification of a Tenderer.

## **8. Amendment of Tendering Documents**

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entities may amend the Tendering Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Tendering Documents and shall be communicated in writing to all who have obtained the Tendering Document from the Procuring Entities in accordance with ITT 6.3.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entities should extend the deadline for the submission of Tenders, pursuant to ITT 22.2

### **C. Preparation of Tenders**

#### **9. Cost of Tendering**

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entities shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### **10. Language of Tender**

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entities, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Tender, such translation shall govern.

#### **11. Documents Comprising the Tender**

11.1 The Tender shall comprise the following:

- (a) Letter of Tender and Appendix to Tender
- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITT 12 and 14;
- (c) Tender Security, in accordance with ITT 19;
- (d) alternative Tenders, if permissible, in accordance with ITT 13;
- (e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2;
- (f) documentary evidence in accordance with ITT 17 establishing the Tenderer's continued qualified status or, if post-qualification applies, as indicated in accordance with ITT 4.8, the Tenderer's qualifications to perform the contract if its Tender is accepted;
- (g) Technical Proposal in accordance with ITT 16; and

(h) any other document required in the TDS.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed agreement.

**12. Letter of Tender and Schedules**

12.1 The Letter of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Tenders**

13.1 **Unless otherwise indicated in the TDS**, alternative Tenders shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the TDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must first price the Procuring Entities's design as described in the Tendering Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entities, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the best-evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entities.

13.4 **When specified in the TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the TDS**, as will the method for their evaluating, and described in Section VI, Work's Requirements.

**14. Tender Prices and Discounts**

14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Bill of Quantities shall conform to the requirements specified below.

- 14.2 The price to be quoted in the Letter of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.
- 14.3 The Tenderer shall quote any unconditional discounts and the methodology for their application in the Letter of Tender, in accordance with ITT 12.1.
- 14.4 **Unless otherwise provided in the TDS** and the Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entities may require the Tenderer to justify its proposed indices and weightings.
- 14.4 If so indicated in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.3, provided the Tenders for all lots (contracts) are submitted and opened at the same time.
- 14.6 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
- 15. Currencies of Tender and Payment**
- 15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be **as specified in the TDS**.
- 15.2 Tenderers may be required by the Procuring Entities to justify, to the Procuring Entities's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.
- 16. Documents**
- 16.1 The Tenderer shall furnish a Technical Proposal including a

- Comprising the Technical Proposal** statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Tenderer**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Tenderer continues to meet the criteria used at the time of prequalification, the Tenderer shall provide in the corresponding information sheets included in Section IV, Tendering Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITT 4.8, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 17.2 If a margin of preference applies as indicated in accordance with ITT 33.1, domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility indicated in accordance with ITT 33.1.
- 18. Period of Validity of Tenders**
- 18.1 Tenders shall remain valid for the period **specified in the TDS** after the Tender submission deadline date prescribed by the Procuring Entities in accordance with ITT 22.1. A Tender valid for a shorter period shall be rejected by the Procuring Entities as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entities may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the Tender price adjusted by the factor

**specified in the TDS.**

- (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the Tender price shall be adjusted by the factor **specified in the TDS.**
- (c) In any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

**19. Tender Security** 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security **as specified in the TDS**, in original form and, in the case of a Tender security, in the amount and currency **specified in the TDS.**

19.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

19.3 If a Tender security is specified pursuant to ITT 19.1, the Tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- (a) an unconditional bank guarantee issued by a bank or surety;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **indicated in the TDS,**

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Procuring Entities's Country, the issuer shall have a correspondent financial institution located in the Procuring Entities's Country to make it enforceable. In the case of a bank guarantee, the Tender security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entities prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

19.4 If a Tender security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive

Tender security or Tender-Securing Declaration shall be rejected by the Procuring Entities as non responsive.

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

the Procuring Entities may, **if provided for in the TDS**, declare the Tenderer disqualified to be awarded a contract by the



Procuring Entities for a period of time **as stated in the TDS**.

**20. Format and  
Signing of  
Tender**

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.3 A Tender submitted by a JVA shall comply with the following requirements:

- (a) Unless not required in accordance with ITT 4.1 (a), be signed so as to be legally binding on all partners and
- (b) Include the Representatives's authorization referred to in ITT 14.1 (b), consisting of a power or attorney signed by those legally authorized to sign on behalf of the JVA.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

**D. Submission and Opening of Tenders**

**21. Sealing and  
Marking of  
Tenders**

21.1 The Tenderer shall enclose the original and all copies of the Tender, including alternative Tenders, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

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

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

**22. Deadline for Submission of Tenders**

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

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

**23. Late Tenders**

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

**24. Withdrawal, Substitution, and Modification of Tenders**

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

- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION,"

“MODIFICATION;” and

- (b) received by the Procuring Entities prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

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

## 25. Tender Opening

25.1 The Procuring Entities shall open the Tenders in public, in the presence of Tenderers` designated representatives and anyone who choose to attend, and at the address, date and time **specified in the TDS**. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be **as specified in the TDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and alternative offers; the presence or absence of a Tender

security, if required; and any other details as the Procuring Entities may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. **If so requested by the Procuring Entities in the TDS**, the Letter of Tender and the Bill of Quantities are to be initialed by representatives of the Procuring Entities attending Tender opening in the manner indicated in the TDS. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1.

- 25.4 The Procuring Entities shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

### **E. Evaluation and Comparison of Tenders**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- 26.2 Any attempt by a Tenderer to influence the Procuring Entities in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entities on any matter related to the Tendering process, it may do so in writing.
- 27. Clarification of Tenders**
- 27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entities may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entities shall not be considered. The Procuring Entities's request for clarification and the response shall be in writing. No change in the prices or substance of the

Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entities in the evaluation of the Tenders, in accordance with ITT 31.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entities's request for clarification, its Tender may be rejected.

**28. Deviations,  
Reservations,  
and Omissions**

28.1 During the evaluation of Tenders, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Tendering Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.

**29. Determination  
of  
Responsiveness**

29.1 The Procuring Entities's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Tendering Document, the Procuring Entities's rights or the Tenderer's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The Procuring Entities shall examine the technical aspects of the Tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of

Section VI, Works Requirements have been met without any material deviation, reservation or omission.

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

**30. Nonmaterial  
Nonconformities**

30.1 Provided that a Tender is substantially responsive, the Procuring Entities may waive any nonconformities in the Tender that do not constitute a material deviation, reservation or omission.

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

30.3 Provided that a Tender is substantially responsive, the Procuring Entities shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**31. Correction of  
Arithmetical  
Errors**

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

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall

prevail and the total shall be corrected; and

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

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

**32. Conversion to Single Currency**

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

**33. Margin of Preference**

33.1 **Unless otherwise specified in the TDS,** a margin of preference shall not apply.

**34. Evaluation of Tenders**

34.1 The Procuring Entities shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Tender, the Procuring Entities shall consider the following:

- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;
- (c) price adjustment due to discounts offered in accordance with ITT 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.3;
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of

execution of the Contract, shall not be taken into account in Tender evaluation.

34.4 If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), and the award to a single Tenderer of multiple lots (contracts), the methodology to determine the best-evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Tender Form, is specified in Section III, Evaluation and Qualification Criteria.

34.5 If the Tender, which results in the best-evaluated Tender Price, is seriously unbalanced or front loaded in the opinion of the Procuring Entities, the Procuring Entities may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Procuring Entities may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Procuring Entities against financial loss in the event of default of the successful Tenderer under the Contract.

**35. Comparison of Tenders**

35.1 The Procuring Entities shall compare all substantially responsive Tenders in accordance with ITT 34.2 to determine the best-evaluated Tender.

**36. Qualification of the Tenderer**

36.1 The Procuring Entities shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best-evaluated and substantially responsive Tender either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17.1.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entities shall proceed to the next best-evaluated Tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.



**37. Procuring Entities's Right to Accept Any Tender, and to Reject Any or All Tenders**

37.1 The Procuring Entities reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

**F. Award of Contract**

**38. Award Criteria**

38.1 Subject to ITT 37.1, the Procuring Entities shall award the Contract to the Tenderer whose offer has been determined to be the best-evaluated Tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

**39. Notification of Award**

39.1 Prior to the expiration of the period of Tender validity, the Procuring Entities shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Procuring Entities will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Procuring Entities shall also notify all other Tenderers of the results of the Tendering and shall publish in the *ESPPRA Website* the results identifying the Tender and lot numbers and the following information:

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

39.2 Until a formal contract is prepared and executed, the

notification of award shall constitute a binding Contract.

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

**40. Standstill Period**

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

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

**41. Signing of Contract**

41.1 Promptly upon notification, the Procuring Entities shall send the successful Tenderer the Contract Agreement.

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

**42. Debriefing by the Procuring Entity**

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

42.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

**43. Publication of Procurement Contract**

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded on the Website of the Agency. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.

- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **44. Performance Security**

- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entities, the successful Tenderer shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITT 34.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Special Conditions - Contract Forms, or another form acceptable to the Procuring Entities. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entities. A foreign institution providing a bond shall have a correspondent financial institution located in the Procuring Entities's Country.
- 44.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Procuring Entities may award the Contract to the next best-evaluated Tenderer whose offer is substantially responsive and is determined by the Procuring Entities to be qualified to perform the Contract satisfactorily.

#### **45. Procurement Related Complaints and Administrative Review**

- 45.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS**.
- 45.1 A request for administrative review shall be made in the form provided on the Agency's website <https://www.esppra.co.sz> .



## Section II. Tender Data Sheet

<b>A. Introduction</b>	
<b>ITT 1.1</b>	The number of the Invitation for Tenders is : <b>One (1)</b>
<b>ITT 1.1 &amp; 2.1</b>	The Procuring Entities is: <b>Eswatini Water Service Coropation</b>
<b>ITT 1.1</b>	The name of the Tender is: <b>Rehabilitation of Ezulwini Wastewater Treatment Plant</b>  The identification number of the tender is <b>69 OF 2023-2024</b> The number and identification of lots (contracts) comprising is: <b>One (1)</b>
<b>ITT 2.1</b>	The name of the Project is: <b>Rehabilitation of Ezulwini Wastewater Treatment Plant</b>
<b>ITT 4.1 (a)</b>	The individuals or firms in a joint venture or association <b>shall be</b> jointly and severally liable.
<b>ITT 4.8</b>	The Tender is open to Bidders registered with CIC under Water and/ or Wastewater Treatment Plant, Welding or Steel Works.
<b>B. Tendering Documents</b>	
<b>ITT 7.1</b>	For <b><u>clarification purposes</u></b> only, the Procuring Entities's address is: Attention: <b>Procurement Manager</b> Street Address: <b>CNR MR103 and Cultural Village Drive _____</b> City: <b>Ezulwini</b> <b>Eswatini</b> Electronic mail address: <a href="mailto:procurement@ewsc.co.sz">procurement@ewsc.co.sz</a>
<b>ITT 7.4</b>	<b>A compulsory</b> Pre-Tender meeting <b>shall</b> take place at the following date, time and place: Date: <b>25<sup>th</sup> September 2023</b> Time: <b>11h00</b> Place: <b><i>Ezulwini Wastewater Treatment Plant</i></b>
<b>C. Preparation of Tenders</b>	
<b>ITT 11.1 (h)</b>	The Tenderer shall submit with completed Tender document the following additional documents: <b><u>Construction Programme</u></b> <b><u>Mobilisation Schedule</u></b> <b><u>Key Personnel</u></b> <b><u>Safety Health and Environment Plan</u></b> <b><u>Bill of Quantities</u></b>

	<p><b><u>Tender Security</u></b>  <b><u>Proof of Payment for tender document,</u></b>  <b><u>Site Organogram</u></b>  <b><u>Original Valid Tax Compliance Certificate</u></b>  <b><u>Valid ENPF and Labour compliance Certificates</u></b>  <b><u>CIC Registration</u></b>  <b><u>Valid Trading Licence</u></b>  <b><u>Police Clearance for Company Directors</u></b>  <b><u>Form C and Form J</u></b></p>
<b>ITT 13.1</b>	Alternative Tenders <b>are not</b> permitted.
<b>ITT 13.2</b>	Alternative times for completion <b>are not</b> permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
<b>ITT 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b>None</b> . If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
<b>ITT 14.4</b>	The prices quoted by the Tenderer <b>shall not be subject to adjustment</b>
<b>ITT 15.1</b>	<p>The currency(ies) of the Tender and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p><b>Alternative A (Tenderers to quote entirely in local currency):</b></p> <p>(a) The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in <b>Eswatini Lilangeni</b>, the name of the currency of the Procuring Entities's country, and further referred to as "the local currency". A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entities's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Tender - Table C, the percentage(s) of the Tender Price (excluding Provisional Sums), needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies of any country.</p> <p>(b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Tenderer.</p> <p><b>Alternative B (Tenderers allowed to quote in local and foreign</b></p>

	<p><b>currencies):</b></p> <p>(a) The unit rates and prices shall be quoted by the Tenderer in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Tenderer expects to supply from within the Procuring Entities’s country, in _____, the name of the currency of the Procuring Entities’s country, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Tenderer expects to supply from outside the Procuring Entities’s country (referred to as “the foreign currency requirements”), in up to any three currencies of any country.</p>
<b>ITT 18.1</b>	The Tender validity period shall be <b>90</b> days.
<b>ITT 18.3 (a)</b>	The Tender price shall be adjusted by the following factor: <b>None</b>
<b>ITT 18.3 (b)</b>	The fixed portion of the Tender price shall be adjusted by the following factor: <b>None</b>
<b>ITT 19.1</b>	A Tender-Securing Declaration <b>is required.</b>
<b>ITT 19.2 (d)</b>	Other types of acceptable securities: <b>None</b>
<b>ITT 19.9</b>	If the Tenderer incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entities will declare the Tenderer ineligible to be awarded contracts by the Procuring Entities for a period of <b>3</b> years.
<b>ITT 20.1</b>	In addition to the original of the Tender, the number of copies is: <b>2</b>
<b>ITT 20.2</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Authority of Signatory</b>
<b>D. Submission and Opening of Tenders</b>	
<b>ITT 25.1</b>	<p>The Tender opening shall take place at:</p> <p>Street Address: Eswatini Water Services Corporation (EWSC) Headquarters at Ezulwini <b>CNR MR103 and Cultural Village Drive</b> Floor/Room number: <b>Pool Side</b> City: <b>Ezulwini</b> Country: <b>Eswatini</b> Date: <b>13<sup>th</sup> October 2023</b> Time: <b>12h00</b></p> <p>If Tender ers have the option of submitting their Tenders electronically, the</p>

	electronic Tender opening procedures shall be: _____
<b>ITT 25.3</b>	The Letter of Tender and Bill of Quantities <b>shall</b> be initialed by representatives of the Procuring Entities attending Tender opening. If initialization is required, it shall be conducted as follows: _____
<b>E. Evaluation, and Comparison of Tenders</b>	
<b>ITT 32.1</b>	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: _____</p> <p>The source of exchange rate shall be: _____</p> <p>The date for the exchange rate shall be: _____</p> <p>The currency(ies) of the Tender shall be converted into a single currency in accordance with the procedure under Alternative _____ that follows:</p> <p><b>Alternative A: Tenderers quote entirely in local currency.</b></p> <p>For comparison of Tenders, the Tender Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the Tenderer in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Procuring Entities will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p><b>OR</b></p> <p><b>Alternative B: Tenderers quote in local and foreign currencies</b></p> <p>The Procuring Entities will convert the amounts in various currencies in which the Tender Price, corrected pursuant to Clause 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.R</p>
<b>ITT 33.1</b>	A margin of preference <b>shall not</b> apply. If a margin of preference applies, the application methodology shall be: <b>N/A</b> _____
<b>ITT 45.1</b>	The procedures for making a Procurement-related Complaint are detailed



	<p>in the ESPPRA website <a href="https://www.esppra.co.sz">https://www.esppra.co.sz</a></p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: <a href="mailto:complaints@esppra.co.sz">complaints@esppra.co.sz</a> or <a href="mailto:info@esppra.co.sz">info@esppra.co.sz</a></p> <p><b>For the attention:</b> <i>[insert full name of person receiving complaints]</i></p> <p><b>Title/position:</b> <i>[insert title/position]</i></p> <p><b>Procuring Entity:</b> Eswatini Water Services Corporation/</p> <p><b>Email address:</b> <a href="mailto:procurement@ewsc.co.sz">procurement@ewsc.co.sz</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Tendering Documents; and</li><li>2. the Procuring Entity's decision to award the contract.</li></ol>
--	---



## Section III. Evaluation and Qualification Criteria (Following Prequalification)

This Section contains all the criteria that the Procuring Entities shall use to evaluate Tenders and qualify Tenderers. In accordance with ITT 34 and ITT 36, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

	Criteria	Weight
	<b>Experience</b>	
	General Experience of the Contract of at least 5 years and at least five (5) contracts related to the replacement and or rehabilitation of mechanical components	20
	<b>Proposed Work plan</b>	
	Plan covers entire Scope of Work	15
	Plan timelines (design, dismantling, installation)	15
	<b>Qualifications and competence of the key staff for the Assignment</b>	
	<b>Boiler Maker</b> - Certificate in Boiler Making and Trade Tested (Grade 2)	10
	<b>Mechanical Fitter</b> - Certificate in fitting and Trade Tested (Grade 2)	10
	<b>Electrician</b> - Certificate in Electrical and Trade Tested (Grade 2) or a diploma in Electrical Engineering	10
	<b>Safety, Health &amp; Environment Officer</b> - bachelor's degree in environmental management and occupational Health and Safety.	5
	One Year Maintenance including equipment warranties.	5
	Equipment: Crane	5
	Equipment: Escavator	5
	<b>Total</b>	<b>100</b>
	<b>Minimum Technical Score required</b>	<b>70%</b>

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

The formula for determining the financial scores is the following:

*[Either  $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration, or another proportional linear formula]*

The weights given to the technical and Financial Proposals are:

T= 0.7,

P=0.3

**1. Evaluation**

In addition to the criteria listed in ITT 34.2 (a) – (e) the following criteria shall apply:

**1.1 Assessment of adequacy of Technical Proposal with Requirements**

**1.2 Multiple Contracts**, if permitted under ITT 34.4, will be evaluated as follows:

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

**1.3 Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows:

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

**1.4 Technical alternatives**, if permitted under ITT 13.4, will be evaluated as follows:

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

**2. Qualification**

**2.1 Update of Information**

The Tenderer shall continue to meet the criteria used at the time of prequalification.

**2.2 Financial Resources**

Using the relevant Forms No ... and No... in Section IV, Tendering Forms, the Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

.....

and

(ii) the overall cash flow requirements for this contract and its current Works commitment.

### 2.3 Personnel

The Tenderer must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	<b>Boiler Maker:</b> Certificate in Boiler Making and Trade Tested (Grade 2)	5	3
2	<b>Mechanical Fitter:</b> Certificate in fitting and Trade Tested (Grade 2)	5	3
3	<b>Electrician:</b> Certificate in Electrical and Trade Tested (Grade 2) or a diploma in Electrical Engineering	5	3
4	<b>Safety, Health &amp; Environment Officer:</b> Bachelor's Degree in Environmental Management and Occupational Health and Safety.	3	2

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

### 2.4 Equipment

The Tenderer must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Crane	<u>2</u>
1	Excavator	<u>1</u>

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section IV, Tendering Forms.



### **Section III. *Evaluation and Qualification Criteria (Without Prequalification)***

This Section contains all the criteria that the Procuring Entities shall use to evaluate Tenders and qualify Tenderers. In accordance with ITT 34 and ITT 36, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

**1. Evaluation**

In addition to the criteria listed in ITT 34.2 (a) – (e) the following criteria shall apply:

**1.1 Assessment of adequacy of Technical Proposal with Requirements**

**1.2 Multiple Contracts**, if permitted under ITT 34.4, will be evaluated as follows:

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

**1.3 Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows:

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

**1.4 Technical alternatives** , if permitted under ITT 13.4, will be evaluated as follows:

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



## 2. Qualification

<i>Factor</i>	<b>2.1 ELIGIBILITY</b>					
<b>Sub-Factor</b>	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Single Entity</b>	<b>Tenderer</b>			
			<b>Joint Venture or Association</b>			
			<b>All partners combined</b>	<b>Each partner</b>	<b>At least one partner</b>	
<b>2.1.1 Nationality</b>	Nationality in accordance with ITT 4.2.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Form ELI-1 and 2, with attachments
<b>2.1.2 Conflict of Interest</b>	No- conflicts of interests as described in ITT 4.3.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Letter of Tender
<b>2.1.3 Ineligibility</b>	Not having been declared ineligible by ESPPRA as described in ITT 4.4.	Must meet requirement	Existing JVA must meet requirement	Must meet requirement	N / A	Letter of Tender
<b>2.1.4 Government Owned Entity</b>	Compliance with conditions of ITT 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI-1 and 2, with attachments

<i>Factor</i>	<b>2.1 ELIGIBILITY</b>					
<b>Sub-Factor</b>	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
<b>All partners combined</b>			<b>Each partner</b>	<b>At least one partner</b>		
<b>2.1.5 Ineligibility based on a United Nations resolution or Eswatinin law</b>	Not having been excluded as a result of Eswatini laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITT 4.7	Must meet requirement	Existing JVA must meet requirement	Must meet requirement	N / A	Letter of Tender

Factor	<b>2.2 HISTORICAL CONTRACT NON-PERFORMANCE</b>							
Sub-Factor	<b>Criteria</b>					<b>Documentation Required</b>		
	<b>Requirement</b>	<b>Tenderer</b>						
		<b>Single Entity</b>	<b>Joint Venture or Association</b>					
			<b>All partners combined</b>	<b>Each partner</b>	<b>At least one partner</b>			
<b>2.2.1 History of non-performing contracts</b>	Non-performance of a contract did not occur within the last ____five____ (5) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the Tenderer have been exhausted.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form CON - 2		

Factor	<b>2.2 HISTORICAL CONTRACT NON-PERFORMANCE</b>					
Sub-Factor	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
<b>All partners combined</b>			<b>Each partner</b>	<b>At least one partner</b>		
<b>2.2.2 Pending Litigation</b>	All pending litigation shall in total not represent more than Twenty-Five percent (25%) of the Tenderer's net worth and shall be treated as resolved against the Tenderer.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form CON – 2

<b>Factor</b>	<b>2.3 FINANCIAL SITUATION</b>					
<b>Sub-Factor</b>	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
			<b>All partners combined</b>	<b>Each partner</b>	<b>At least one partner</b>	
<b>2.3.1 Historical Financial Performance</b>	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entities, for the last three [ 3] years to demonstrate the current soundness of the Tenderers financial position and its prospective long term profitability.  (a)(criterion 1) (b)(criterion 2)  (c) _____	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN –1 with attachments
<b>2.3.2. Average Annual Turnover</b>	Minimum average annual turnover of E1 Million, calculated as total certified	Must meet requirement	Must meet requirement	Must meet _____ percent	Must meet _____ percent	Form FIN –2

Factor	<b>2.3 FINANCIAL SITUATION</b>					
Sub-Factor	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
<b>All partners combined</b>			<b>Each partner</b>	<b>At least one partner</b>		
	payments received for contracts in progress or completed, within the last Three (3) years			(____%) of the requirement	(____%) of the requirement	
<b>2.3.3.Financial Resources</b>	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: Proof of available funding or credit facility amounting to E1million..... ..... .....	Must meet requirement	Must meet requirement	Must meet _____ percent (____%) of the requirement	Must meet _____ percent (____%) of the requirement	Form FIN –3  Form FIN-4

<b>Factor</b>	<b>2.3 FINANCIAL SITUATION</b>					
<b>Sub-Factor</b>	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
<b>All partners combined</b>			<b>Each partner</b>	<b>At least one partner</b>		
	and (ii) the overall cash flow requirements for this contract and its current commitments.					

<b>Factor</b>	<b>2.4 EXPERIENCE</b>					
<b>Sub-Factor</b>	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
<b>All partners combined</b>	<b>Each partner</b>		<b>At least one partner</b>			
<b>2.4.1 General Experience</b>	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last Five [5] years prior to the applications submission deadline, and with activity in at least nine (5) months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1
<b>2.4.2 Specific Experience</b>	(a) Participation as contractor, management contractor, or subcontractor, in at least two (2) contracts within the last Five (5) years, each with a value of at least E 2 Million, that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2(a)



Factor	<b>2.4 EXPERIENCE</b>					
Sub-Factor	<b>Criteria</b>					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Tenderer</b>				
		<b>Single Entity</b>	<b>Joint Venture or Association</b>			
<b>All partners combined</b>			<b>Each partner</b>	<b>At least one partner</b>		
	characteristics as described in Section VI, Procuring Entities’s Requirements.					
<b>2.4.2 Specific Experience</b>	b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: <ol style="list-style-type: none"> <li>1. Successfully completed Three (3) projects within the past 6 years for water or wastewater treatment plant, including Mechanical, and electrical works.</li> </ol>	Must meet requirements.	Must meet requirements	N / A	Must meet requirements.	Form EXP-2(b)

## 2.5 Personnel

The Tenderer must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	<b>Boiler Maker</b> - Certificate in Boiler Making and Trade Tested (Grade 2)	5	3
2	<b>Mechanical Fitter</b> - Certificate in fitting and Trade Tested (Grade 2)	5	3
3	<b>Electrician</b> - Certificate in Electrical and Trade Tested (Grade 2) or a diploma in Electrical Engineering	5	3
4	<b>Safety, Health &amp; Environment Officer</b> - Bachelor's Degree in Environmental Management and Occupational Health and Safety.	3	2

The Tenderer shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Tendering Forms.

## 2.6 Equipment

The Tenderer must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavator	<u>1</u>
1	Crane	<u>1</u>

The Tenderer shall provide further details of proposed items of equipment using Form EQU in Section IV, Tendering Forms.

**Form TECH-7: DECLARATION OF ELIGIBILITY**

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

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

**To: The Secretary to the Tender Committee  
Eswatini Water Services Corporation  
P.O. Box 20,  
Ezulwini**

Dear Sirs,

Re Tender Reference: **EWSC 69 OF 2023-24**

We hereby declare that:-

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

Signed .....

Authorised Representative

Date .....



## Section IV. Tendering Forms

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## Tender Submission Sheet

Date: \_\_\_\_\_

ONT No.: \_\_\_\_\_

Invitation for Tender No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda issued in accordance with Instructions to Tenderers (ITT)8 \_\_\_\_\_;
- (b) We offer to execute in conformity with the Tendering Document the following Works: \_\_\_\_\_;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is: \_\_\_\_\_;
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_;
- (e) Our Tender shall be valid for a period of \_\_\_\_\_ days from the date fixed for the Tender submission deadline in accordance with the Tendering Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITT 4.2;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT 4.3;
- (i) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process in accordance with ITT 4.3, other than alternative offers submitted in accordance with ITT 13;

- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by ESPPRA, or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITT-4.5;<sup>6</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (m) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the best-evaluated Tender or any other Tender that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Tender for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

<sup>6</sup> Bidder to use as appropriate



## Appendix to Tender

### Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

**Table A. Local Currency**

Index code*	Index description*	Source of index*	Base value and date*	Tenderer's related currency amount	Tenderer's proposed weighting
	Nonadjustable	—	—	—	A: _____* B: _____ C: _____ D: _____ E: _____
<b>Total</b>					<b>1.00</b>

[\* To be entered by the Procuring Entities]

**Table B. Foreign Currency (FC)**

**State type:** ..... [If the Tenderer is allowed to quote in local and foreign currencies and the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in FC1	Tenderer's proposed weighting
	Nonadjustable	—	—	—		A: _____ * B: _____ C: _____ D: _____ E: _____
<b>Total</b>						<b>1.00</b>

[\* To be entered by the Procuring Entities]

### Table C. Summary of Payment Currencies

Table: Alternative A

For .....[insert name of Section of the Works]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____	100%	1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Net Tender Price				100.00
Provisional sums expressed in local currency	100%			
<b>TENDER PRICE</b>				

**Table: Alternative B**

*To be used only with Alternative B Prices directly quoted in the currencies of payment.  
(Clause ITT 15.1)*

Summary of currencies of the Tender for \_\_\_\_\_ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	100%
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	

## Bill of Quantities

#	Description	Unit	QTY	Unit Cost	Total
<b>1</b>	<b>Preliminaries and Generals</b>	<i>Sum</i>	1		
	<b>Sub-Total</b>				
<b>2</b>	<b>Inlet Works</b>				
2.1	Dismantle air/fume extraction system and stockpile on site.				
2.2	Supply and install flouro - polymer coated stainless steel Fume Ducting, Diameter 400mm.	<i>m</i>	16		
2.3	Supply and install flouro - polymer coated stainless steel, 90 degrees Ducting bends, Diameter 400mm	<i>No.</i>	4		
2.4	Supply and install Suction vents (400mm x 1000mm), material to be stainless steel.	<i>No.</i>	2		
2.5	Supply and install 400mm centrifugal fan complete with motor with a volume of 2400-3800m <sup>3</sup> /hr, pressure of 4500-6000PA AND 380V.	<i>No.</i>	2		
	<b>Sub-Total</b>				
<b>3</b>	<b>Intermediate Sedimentation tanks (IST)</b>				
3.1	Pump out and empty sedimentation tanks. This shall include the cost of hiring or supplying a submersible pump suitable for sludge handling. A delivery pipe, power point	<i>sum</i>	1		

	and disposal areas to be provided by EWSC.				
3.2	Dismantling and packing sedimentation tanks equipment including all old electrical and mechanical equipment (i.e., bridge components, dislodge valve, etc.)	<i>no.</i>	2		
3.3	excavator hire	<i>Prov Sum</i>	1		E50,000.00
3.4	crane hire	<i>Sum</i>	1		
3.5	supply and install metal components and hardware for clarifiers including walkway bridge support framing, portions of the centre cage and centre column, thrust bearings to suite rake arm squeegees, and peripheral wheel, dislodge valve, and slip rings.	<i>no.</i>	2		
3.6	supply and install clarifier drive unit	<i>no.</i>	2		
<b>Sub-total</b>					
<b>4</b>	<b>Bio-Digester</b>				
4.1	Reconditioning of biogas piping system, including all components (e.g., joints, catch pots, etc.) as per the drawings provided.	<i>Sum</i>	1		
4.2	Reconditioning of water traps for a biodigester gas system. This shall include supply and	<i>No.</i>	4		

	installation of 20mm water traps stainless steel 304L pipes				
4.3	Supply and install 90 <sup>0</sup> , 150mm bend galvanized mild steel pipe with valves matching the existing.	No.	2		
	<b>Sub-total</b>				
<b>5</b>	<b>Trickling Filters</b>				
5.1	Dismantle the existing trickling filter mechanical components and store as per the engineer's instruction onsite.	Sum	1		
5.3	Design, Supply and install new galvanized mild steel, hydraulically driven rotary distributors for each trickling filter. This shall include vertical support steel pipe, bearings, tie rods/cables and other ancillary parts to complete	No.	2		
5.4	Commission the trickling filters	Sum	1		
	<b>Sub-total</b>				
<b>6</b>	<b>Valves</b>				
6.1	Dismantle the existing knife gate valves and swing check valves in the ISTs, sludge recirculation pump and effluent recycle pump.	No.	34		
6.2	Supply and Instal new IST desludge knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 350, PN 10,	No.	4		

	operating from 0 to 60 degrees Celsius.				
6.3	Supply and Instal sludge recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 350, PN 10, operating from 0 to 60 degrees Celsius.	No.	7		
6.4	Supply and Instal sludge recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 400, PN 10, operating from 0 to 60 degrees Celsius.	No.	3		
6.5	Supply and Instal sludge recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 100, PN 10, operating from 0 to 60 degrees Celsius.	No.	3		
6.6	Supply and Instal effluent recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 400, PN 10, operating from 0 to 60 degrees Celsius.	No.	3		
6.7	Supply and Instal effluent recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient	No.	3		



	seats, EPDM, DN 250, PN 10, operating from 0 to 60 degrees Celsius.				
6.8	Supply and Instal supernatant (suction) pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 150, PN 10, operating from 0 to 60 degrees Celsius.	No.	2		
6.9	Supply and Instal supernatant (delivery) pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 200, PN 10, operating from 0 to 60 degrees Celsius.	No.	2		
6.10	Supply and Instal sludge recycle pumps swing check valves, with counterweight to come with resilient seats, steel S235JR/EPDM disc, DN 350, PN 10, ductile iron bonet GJS-500-7, with EPDM rubber bonet gasket, SS AISI 316 hinge pin, flange drilling table 10/3, operating from 0 to 60 degrees Celsius.	No.	2		
6.11	Supply and Instal effluent recycle pumps swing check valves, with counterweight to come with resilient seats, steel S235JR/EPDM disc, DN 250, PN 10, ductile iron bonet GJS-500-7, with EPDM rubber bonet gasket, SS AISI 316 hinge pin, flange drilling	No.	3		

	table 10/3, operating from 0 to 60 degrees Celsius.				
6.12	Supply and Instal supernatant pumps swing check valves, with counterweight to come with resilient seats, steel S235JR/EPDM disc, DN 150, PN 10, ductile iron bonnet GJS-500-7, with EPDM rubber bonnet gasket, SS AISI 316 hinge pin, flange drilling table 10/3, operating from 0 to 60 degrees Celsius.	No.	2		
				<b>Sub-total</b>	

**BOQ SUMMARY**

	Description	Amount
<b>1</b>	Preliminaries and Generals	
<b>2</b>	Inlet Works	
<b>3</b>	Intermediate Sedimentation tanks (IST)	
<b>4</b>	Bio-Digester	
<b>5</b>	Trickling Filters	
<b>6</b>	Valves	
<b>a</b>	<b>SUB TOTAL 1 (1+2+3+4+5+6)</b>	
<b>b</b>	<b>ADD 10% CONTINGENCY (a x 0.1)</b>	
<b>c</b>	<b>SUB-TOTAL 2 (a+b)</b>	
<b>d</b>	<b>Add 1% CIC levy (c x 0.01)</b>	
<b>e</b>	<b>ADD 15% VAT ((c+d) x 0.15)</b>	
<b>f</b>	<b>GRAND TOTAL (c+d+e)</b>	

## **Technical Proposal**

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**
- **Others**

## **Site Organization**

## **Method Statement**

## **Mobilization Schedule**

## **Construction Schedule**

### Form EQU: Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	



## Personnel

### Form PER-1: Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

<b>1.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position*</b>
	<b>Name</b>

\*As listed in Section III.

## Form PER-2: Resume of Proposed Personnel

<b>Name of Tenderer</b>
-------------------------

<b>Position</b>							
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name</b></td> <td style="padding: 5px;"><b>Date of birth</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications</b></td> </tr> </table>	<b>Name</b>	<b>Date of birth</b>	<b>Professional qualifications</b>			
	<b>Name</b>	<b>Date of birth</b>					
<b>Professional qualifications</b>							
<b>Present employment</b>	<b>Name of Procuring Entities</b>						
	<b>Address of Procuring Entities</b>						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer)</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax</b></td> <td style="padding: 5px;"><b>E-mail</b></td> </tr> <tr> <td style="padding: 5px;"><b>Job title</b></td> <td style="padding: 5px;"><b>Years with present Procuring Entities</b></td> </tr> </table>	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>	<b>Fax</b>	<b>E-mail</b>	<b>Job title</b>	<b>Years with present Procuring Entities</b>
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>					
	<b>Fax</b>	<b>E-mail</b>					
<b>Job title</b>	<b>Years with present Procuring Entities</b>						

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management experience</b>

## **Tenderers Qualification following Prequalification**

The Tenderer shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding

- (a) Eligibility**
- (b) Pending Litigation**
- (c) Financial Situation**

For this purpose, the Tenderer shall use the relevant forms included in this Section.

## Form ELI - 1: Tenderer Information Sheet

Tenderer Information	
<b>Tenderer's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Tenderer's country of constitution</b>	
<b>Tenderer's year of constitution</b>	
<b>Tenderer's legal address in country of constitution</b>	
<b>Tenderer's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITT 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT 4.5.</p>	

## Form ELI - 2: JV Information Sheet

*Each member of a JV must fill in this form*

JV / Specialist Subcontractor Information	
<b>Tenderer's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's country of constitution</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITT 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5.</p>	

## Form CON – 2: Historical Contract Non-Performance

*[The following table shall be filled in for the Tenderer and for each partner of a Joint Venture]*

Tenderer's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Party Legal Name: \_\_\_\_\_

ONT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the ____ years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the ____ years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Procuring Entities: Address of Procuring Entities: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Procuring Entities:] Address of Procuring Entities: Matter in dispute:	

## Form FIN-1: Financial Situation

*Each Tenderer or member of a JV must fill in this form*

Financial Data for Previous 3 Years [US\$ Equivalent]		
Year 1:	Year 2:	Year 3:

### Information from Balance Sheet

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

### Information from Income Statement

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

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



## Form FIN-2: Average Annual Construction Turnover

*Each Tenderer or member of a JV must fill in this form*

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	SZL Equivalent
<b>Average Annual Construction Turnover</b>			

The information supplied should be the Annual Turnover of the Tenderer or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to US\$\$s at the rate of exchange at the end of the period reported.

**Form FIN-3: Financial Resources**

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

<b>No.</b>	<b>Source of financing</b>	<b>Amount (SZL equivalent)</b>
1		
2		
3		

### Form FIN-4: Current Contract Commitments / Works in Progress

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

Name of contract	Procuring Entities, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (SZL/month)
1.				
2.				
3.				
4.				
5.				
etc.				

## **Tenderers Qualification without prequalification**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

## Form ELI – 1: Tenderer’s Information Sheet

Tenderer’s Information	
<b>Tenderer’s legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Tenderer’s country of constitution</b>	
<b>Tenderer’s year of constitution</b>	
<b>Tenderer’s legal address in country of constitution</b>	
<b>Tenderer’s authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITT 20.2.</li> <li><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.</li> <li><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT 4.5.</li> </ul>	

## Form ELI – 2: JV Information Sheet

*Each member of a JV must fill in this form*

<b>JV / Specialist Subcontractor Information</b>	
<b>Tenderer's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's country of constitution</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITT 20.2.</li> <li><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 4.5.</li> </ul>	

## Form CON – 2: Historical Contract Non-Performance

*[The following table shall be filled in for the Tenderer and for each partner of a Joint Venture]*

Tenderer's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Party Legal Name: \_\_\_\_\_

ONT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the ____ years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the ____ years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Procuring Entities: Address of Procuring Entities: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Procuring Entities:] Address of Procuring Entities: Matter in dispute:	

## Form FIN – 1: Financial Situation

*Each Tenderer or member of a JV must fill in this form*

Financial Data for Previous 3 Years [US\$ Equivalent]		
Year 1:	Year 2:	Year 3:

### Information from Balance Sheet

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

### Information from Income Statement

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

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



## Form FIN – 2: Average Annual Construction Turnover

*Each Tenderer or member of a JV must fill in this form*

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	SZL Equivalent
<b>Average Annual Construction Turnover</b>			

The information supplied should be the Annual Turnover of the Tenderer or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to US\$\$s at the rate of exchange at the end of the period reported.

### Form FIN – 3: Financial Resources

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (SZL equivalent)</b>
1		
2		
3		

### Form FIN – 4: Current Contract Commitments / Works in Progress

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

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Procuring Entities's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current US\$ Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [SZL/month]</b>
1					
2					
3					
4					
5					

### Form EXP – 1: General Construction Experience

*Each Tenderer or member of a JV must fill in this form*

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Procuring Entities Brief Description of the Works Executed by the Tenderer	Role of Tenderer

### Form EXP – 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No . . . . . of . . . . . ..	<b>Contract Identification</b>		
<b>Award Date</b>		<b>Completion Date</b>	
<b>Role in Contract</b>	<b>Contractor</b>	<b>Management Contractor</b>	<b>Subcontractor</b>
<b>Total Contract Amount</b>	<b>SZL</b>		
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>	
<b>Procuring Entities’s Name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section III			

### Form EXP – 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities		
<b>Contract No . . . . . of . . . . .</b> ..	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Contractor</b>	<input type="checkbox"/> <b>Management Contractor</b> <input type="checkbox"/> <b>Subcontractor</b>
<b>Total Contract Amount</b>	<b>SZL</b>	
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Procuring Entities’s Name</b> <b>Address</b> <b>Telephone Number</b> <b>Fax Number</b> <b>E-mail</b>		
Description of the key activities in accordance with Criteria 2.4.2(b) of Section III		

## Form of Tender Security

(Bank Guarantee)

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted to you its Tender dated \_\_\_\_\_ (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Invitation for Tenders No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entities during the period of Tender validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITT.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

---

*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***



## Form of Tender-Securing Declaration

Date: \_\_\_\_\_  
 Tender No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with Government for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the Tender conditions, because we:

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

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

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Corporate Seal (where appropriate)

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



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## Section V. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services

1. In accordance with Section 61 of the Public Procurement Act No. 07 of 2011 and Clause 155 of the Public Procurement Regulations of 2020, Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

(i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

(ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of Tenderers, at the present time firms, goods and services from the following countries are excluded from this Tendering:

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## **PART 2 –WORKS REQUIREMENTS**

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## Section VI. Works Requirements

### Contents

Scope of Works .....	<b>Error! Bookmark not defined.</b>
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## **DESCRIPTION OF WORKS**

### **1.0 Introduction and Background**

The Eswatini Water Services Corporation has a long-standing history in discharging effluent that meets the national standards in the streams.

The Eswatini Water Services Corporation now desires to rehabilitate the Ezulwini Wastewater Treatment Plant

### **2 Scope of Works**

The Contractor shall dismantle, re-design (to match the existing or better), recondition and reassemble equipment as stated.

The Contractor shall provide brochure of all equipment (i.e., gear boxes and motors, HMI, etc.) to be used.

The contractor shall provide a certificate for stainless steel used for the project. The Contractor shall complete all Work as specified or indicated in the bidding Documents. The Work is generally described as follows.

The Work includes Improvement designs, labor, material and equipment, services required for construction, startup and testing of the Project in accordance with the bidding Documents and includes, but is not limited to, the following principal features:

#### **2.1 Preliminaries and Generals**

This item shall cover all the administrative, transport, health and safety, environment, and other related issues. Payment of this items shall be a percentage of the work done.

## 2.2 Inlet Works

Dismantle air/fume extraction system and stockpile on site.

Supply and install flouro - polymer coated stainless steel Fume Ducting, Diameter 400mm.

Supply and install flouro - polymer coated stainless steel, 90 degrees Ducting bends, Diameter 400mm.

Supply and install Suction vents (400mm x 1000mm), material to be stainless steel.

Supply and install 400mm centrifugal fan complete with motor with a volume of 2400-3800m<sup>3</sup>/hr, pressure of 4500-6000PA AND 380V..

## 2.3 Intermediate Sedimentation tanks (IST)

Pump out and empty sedimentation tanks. This shall include the cost of hiring or supplying a submersible pump suitable for sludge handling. A delivery pipe, power point and disposal areas to be provided by EWSC.

Dismantling and packing sedimentation tanks equipment including all old electrical and mechanical equipment (i.e., bridge components, disludge valve, etc.)

excavator hire

crane hire

supply and install metal components and hardware for clarifiers including walkway bridge support framing, portions of the centre cage and centre column, thrust bearings to suite rake arm squeegees, and peripheral wheel, disludge valve, and slip rings.

supply and install clarifier drive unit.

## 2.4 Bio-Digester

Reconditioning of biogas piping system, including all components (e.g., joints, catch pots, etc.) as per the drawings provided.

Replace sludge holding tank stirrer.

Reconditioning of water traps for a biodigester gas system. This shall include supply and installation of 20mm water traps stainless steel 304L pipes.



Supply and install 900, 150mm bend galvanized mild steel pipe with valves matching the existing.

## **2.5 Trickling Filters**

Dismantle the existing trickling filter mechanical components and store as per the engineer's instruction onsite.

Design, Supply and install new galvanized mild steel, hydraulically driven rotary distributors for each trickling filter. This shall include vertical support steel pipe, bearings, tie rods/cables and other ancillary parts to complete.

Commission the trickling filters

## **2.6 Valves**

Dismantle the existing knife gate valves and swing check valves in the ISTs, sludge recirculation pump and effluent recycle pump.

Supply and Instal new IST desludge knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 350, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal sludge recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 350, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal sludge recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 400, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal sludge recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 100, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal effluent recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 400, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal effluent recycle pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 250, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal supernatant (suction) pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 150, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal supernatant (delivery) pumps knife gate valves, stainless steel A351 CF8M body with ss AISI 316 gate, to come with resilient seats, EPDM, DN 200, PN 10, operating from 0 to 60 degrees Celsius.

Supply and Instal sludge recycle pumps swing check valves, with counterweight to come with resilient seats, steel S235JR/EPDM disc, DN 350, PN 10, ductile iron bonnet GJS-500-7, with EPDM rubber bonnet gasket, SS AISI 316 hinge pin, flange drilling table 10/3, operating from 0 to 60 degrees Celsius.

Supply and Instal effluent recycle pumps swing check valves, with counterweight to come with resilient seats, steel S235JR/EPDM disc, DN 250, PN 10, ductile iron bonnet GJS-500-7, with EPDM rubber bonnet gasket, SS AISI 316 hinge pin, flange drilling table 10/3, operating from 0 to 60 degrees Celsius.

Supply and Instal supernatant pumps swing check valves, with counterweight to come with resilient seats, steel S235JR/EPDM disc, DN 150, PN 10, ductile iron bonnet GJS-500-7, with EPDM rubber bonnet gasket, SS AISI 316 hinge pin, flange drilling table 10/3, operating from 0 to 60 degrees Celsius.

**Bidders shall note sequencing/scheduling requirements specified in the bidding Document and as follows:**

- a. Cleaning of the clarifier takes up to 5 days. 10 days' notice prior to working in the clarifier must be given to client.

***All submerged metallic materials to be used for fabrication are stainless steel grade 304L and a certificate of materials must be provided.***

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis, with additive alternate Bid items as indicated in the Bid Form. Partial substantial completion shall be granted

individually for Work in each unit of scope. The Work shall be substantially complete within 150 calendar days from the commencement of Contract.

Stainless steel materials shall be tested for magnetism onsite by the Employer representative, and the onus is upon the contractor to provide sufficient evidence to prove any alleged stainless-steel material with magnetism.

## **T6.2 STANDARD SPECIFICATIONS**

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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 SABS specifications  
Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.
- (b) Various other specifications specified elsewhere by the Contractor and approved by the Engineer.



## **Supplementary Information**



## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**





## **PART T3 THE CONTRACT**

### T3.1 GENERAL CONDITIONS

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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

### **T3.2 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: **150 calendar days**
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**
5. Ruling language: **English**
6. Clause 4.2- Performance Security: **10% of contract amount in the form of a Bank guarantee or an insurance bond issued by a local financial institution.**
7. Clause 4.4- Notice of subcontractors: **At least 28 days' notice**
8. Clause 8.7/12.4 & 14.5 (d)- Delay/performance damages amount to **0.1% of contract sum per calendar day with the maximum of 15% of the contract sum.**
9. Clause 14.3(c) – Retention: **10% to be paid in full after defect notification period**
10. Clause 17.6- Limitation of liability: **Contract amount**
11. Clause 18.1- The insuring party shall be the Contractor and Evidence of insurances is due: **Within 7 days**
12. **Subclause 14.2** Advance payment: there shall be an option of an advance payment amounting to a maximum of 20% which shall be accompanied by a guarantee offered by the Eswatini approved financial institution or local insurance company.

13. **Subclause 14.15** Currencies of payment: Lilangeni

14. **Subclause 4.21:** Progress reports to be submitted every month

## **Section VIII. Standard Conditions (SC)**

The following Special Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

### Part A - Contract Data

Conditions	Sub-Clause	Data
<b>Procuring Entities's name and address</b>	1.1.2.2 & 1.3	Eswatini Water Services Corporation CNR MR103 and Cultural Village Drive Ezulwini
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	EWSC Projects Engineer P.O. Box 20 Mbabane
<b>Time for Completion</b>	1.1.3.3	6 months
<b>Defects Notification Period</b>	1.1.3.7	365 days.
<b>Sections</b>	1.1.5.6	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
<b>Electronic transmission systems</b>	1.3	procurement@ewsc.co.sz
<b>Time for the Parties entering into a Contract Agreement</b>	1.6	14 days
<b>Time for access to the Site</b>	2.1	<u>No later than the Commencement Day, except for the following parts (if applicable, with detailed description of parts concerned: _____ days after Commencement Date</u>
<b>Engineer's Duties and Authority</b>	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 0% shall require approval of the Procuring Entities.
<b>Performance Security</b>	4.2	The performance security will be in the form of a " <i>performance bond</i> " in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
<b>Normal working hours</b>	6.5	Monday to Friday 7:00 am to 5:00pm Saturday 7:00am to 1:00pm
<b>Delay damages for the Works</b>	8.7 & 14.15(b)	0.1 % of the Contract Price per day. <i>If Sections are to be used, refer to Table: Summary of Sections below</i>

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Maximum amount of delay damages</b>	8.7	15% of the final Contract Price.
<b>Provisional Sums</b>	13.5.(b)(ii)	<i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> 0%
<b>Adjustments for Changes in Cost</b>	13.8	Period “n” applicable to the adjustment multiplier “Pn”: _____ <i>[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]</i>
<b>Total advance payment</b>	14.2	<u>20</u> % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable in 3 instalments within 3 months of works commencement.
<b>Repayment amortization rate of advance payment</b>	14.2(b)	30% on 1 <sup>st</sup> installment, 40% on 2 <sup>nd</sup> installment and 30% on 3 <sup>rd</sup> installment.
<b>Percentage of Retention</b>	14.3	10%
<b>Limit of Retention Money</b>	14.3	10% of the Accepted Contract Amount
<b>Plant and Materials</b>	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board _____ <i>[list]</i> .
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	10% of the Accepted Contract Amount.
<b>Publishing source of commercial interest rates for financial charges in case of delayed payment</b>	14.8	
<b>Maximum total liability of the Contractor to the Procuring Entities</b>	17.6	The product of one (1) times the Accepted Contract Amount,
<b>Periods for submission of insurance:</b>	18.1	

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
a. evidence of insurance.		28 days
b. relevant policies		28 days
<b>Maximum amount of deductibles for insurance of the Procuring Entities's risks</b>	18.2(d)	<i>[Insert maximum amount of deductibles]</i>
<b>Minimum amount of third party insurance</b>	18.3	Insurance required for the Works: Five Hundred Thousand Eswatini Lilangeni Insurance required for Goods: Two Hundred Thousand Eswatini Lilangeni  Insurance required for liability for breach of professional duty: Two Hundred Thousand Eswatini Lilangeni Insurance required for injury to persons and damage to property: Five Hundred Thousand Eswatini Lilangeni  Insurance required for injury to employees: Two Hundred Thousand Eswatini Lilangeni
<b>Date by which the DB shall be appointed</b>	20.2	14 days after the Commencement date
<b>The DB shall be comprised of</b>	20.2	One (1) Member
<b>List of potential DB sole members</b>	20.2	
<b>Appointment (if not agreed) to be made by</b>	20.3	Eswatini Law Society
<b>Rules of arbitration</b>	20.6(a)	UNCITRAL arbitration rules



**Table: Summary of Sections**

<b>Section Name/Description (Sub-Clause 1.1.5.6)</b>	<b>Time for Completion (Sub-Clause 1.1.3.3)</b>	<b>Damages for Delay (Sub-Clause 8.7)</b>

## **Part B - Specific Provisions**

### **Sub-Clause 14.1 The Contract Price**

*(Alternative paragraph)*

- (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Procuring Entities upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days

of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.

# **Section IX. Annex to the Special Conditions - Contract Forms**

## **Table of Forms**

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## Notification of Award

### LETTER OF ACCEPTANCE



[date]

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

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Special Conditions - Contract Forms, of the Tendering Document

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

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

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

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Procuring Entities"), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entities desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entities 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 Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) the Letter of Acceptance
  - (ii) the Letter of Tender
  - (iii) the addenda Nos \_\_\_\_\_ (if any)
  - (iv) the Special Conditions
  - (v) the General Conditions;
  - (vi) the Specification
  - (vii) the Drawings; and
  - (viii) the completed Schedules,
3. In consideration of the payments to be made by the Procuring Entities to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entities to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entities 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 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 hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Procuring Entities)

Signed by \_\_\_\_\_ (for the Contractor)

# Performance Security

## Option 1: (Demand Guarantee)

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Procuring Entities]

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the execution of \_\_\_\_\_ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words],<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office on or before that date.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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*Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



## Option 2: Performance Bond

By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_] as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called "the Procuring Entities") in the amount of \_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Procuring Entities dated the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entities to be, in default under the Contract, the Procuring Entities having performed the Procuring Entities's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Procuring Entities for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entities and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Procuring Entities and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entities to Contractor under the Contract, less the amount properly paid by Procuring Entities to Contractor; or
- (3) pay the Procuring Entities the amount required by Procuring Entities to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entities named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entities.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

# Advance Payment Security

## Demand Guarantee

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Procuring Entities]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the execution of \_\_\_\_\_ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the \_\_\_ day of \_\_\_\_\_,

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

2\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

---

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Retention Money Security

### Demand Guarantee

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entities]*

**Date:** \_\_\_\_\_

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ with you, for the execution of \_\_\_\_\_ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

At the request of the Contractor, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]*<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [*name and address of Bank*].

This guarantee shall expire, at the latest, 21 days after the date when the Procuring Entities has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***