



REHABILITATION OF NHLANGANO SEDCO ESTATE

TENDER NO 04 OF 2018/19

TECHNICAL CRITERIA DOCUMENTS
(Technical Proposal)

OCTOBER 2018

PREPARED BY:
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**THE SMALL ENTERPRISES DEVELOPMENT COMPANY
– TENDER NO.01 OF 2018/19**

REHABILITATION OF NHLANGANO SEDCO ESTATE

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SECTION __ INSTRUCTIONS TO TENDERERS**1. Introduction****1.1 Source of Funds**

The Small Enterprise Development Company has made funds available towards the cost of construction of 3No workshops units and administration block in Nhlangano.

1.2 Employer

The Small Enterprises Development Company, hereinafter referred to as "the Employer", is a category "A" public enterprise under the Ministry of Commerce, Industry and Trade established in 1970 to awaken, promote and support entrepreneurial talent with a vision and prime focus to create jobs and sustainable employment within the Small, Micro and Medium Sized Enterprises (SMME's) The Employer's address is:

Small Enterprises Development Company
P.O. Box A186
Mbabane
H100
Swaziland
Telephone: +268 2404 2811
Facsimile: +268 2404 0723

1.3 Consultants

The Employer has employed a Project Manager for the purpose of preparation of tender documents and supervision of construction work: -

Maphanga Mitchell Associates
P.O. Box 8
Eveni
H100
Swaziland

Telephone: +268 2404 3044
Facsimile: +268 2404 5609

1.4 Scope of Tender

1.4.1 Eligible Tenders are invited to submit Tenders for the construction of 3No Workshop Units, Administration and Toilet Block.

1.4.2 The successful Tenderer is expected to complete the Works within twenty-six (36) calendar weeks from the date of commencement of the Works.

1.5 Eligible Tenderers

The invitation to Tender is open to only those companies graded as **B1, B2, and B3** for Building Works by the Construction Industry Council.



1.6 Subcontractors

It is required the electrical installation be undertaken by a suitably qualified specialist Electrical Subcontractor. Electrical installation will be tendered separately to suitably qualified specialist subcontractors.

1.7 Cost of Tendering

The Tenderer shall bear all costs associated with preparation and submission of its Tender, and the Employer will in no case be liable for those costs, regardless of the outcome of the tendering process.

2 Tender Documents

2.1 Contents of the Tender Document

2.1.1 The facilities required, tendering procedures, contract terms and technical requirements are prescribed in the Tender Documents. The Tender Documents include the following sections:

- Bills of Quantities; which contains *inter alia*, these instructions to Tenderers, the schedule of contract variables (contract data), the pricing schedules, standard pro-forma, and the Form of Tender.
- Standard Preambles
- Drawings and Specifications

2.1.2 The Tenderer is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or the submission of a Tender that is not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in disqualification of its Tender.

2.2 Modifications

Tenderers shall not make any modifications to the Tender Document.

2.3 Checking of Tender Documents

On receipt of the Tender Documents and prior to submission of the Tender, the Tenderer must check all the Tender Documents and should any difference or discrepancy between or in the Drawings and Specification be detected by the Tenderer, he shall seek in writing a decision also in writing of the Employer on the true intent and meaning of the Tender documents as the Employer cannot be held liable for the additional cost of extra work that may be caused as a result thereof.

2.4 Clarification of Tender Document

A prospective Tender requiring any clarification of the Tender Documents may notify the Employer in writing. The Employer will respond in writing to any request for clarification of the Tender Documents, which it receives no later than three prior to the deadline for submission of Tenders prescribed by the Employer. W



copies of the Employers response which shall include an explanation of the query but will not identify the source of the inquiry will be sent to all prospective Tenderers.

2.5 Amendment of Tender Document

2.5.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents. If this modification occurs later than one week before the deadline for the submission of the Tenders, the Employer may extend the deadline for the submission in order to give Tenderers the necessary time for considering the modifications in the preparation of their Tenders.

2.5.2 The amendment will be notified in writing or by cable (hereinafter, term cable is deemed to include Electronic Data Interchange (EDI), telex or facsimile to all prospective Tenderers and will be binding to them.

2.6 Tender Documents and Ownership

The Tender Documents which have been made available to Tenderers remain the property of the Employer and shall be returned to the Employer whether or not a Tender is submitted.

2.7 Documents Confidential

Tenderers shall treat the details of the Tender Documents as confidential, whether they submit a Tender or not.

3 Preparation of Tenders

3.1 Language of Tender

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language.

3.2 Tender Site Meeting

It is required that all prospective Tenderers attend a pre-tender site meeting and site visit on the 11th October 2018 as indicated on Invitation to Tender. Failure to attend will result in disqualification of the Tender. The cost of attending the meeting shall be at the Tenderer's own expense.

3.3 Documents Comprising the Tender

The Tender submitted by the Tenderer comprise the following documents:

- The priced Bills of Quantities including the Form of Tender
- Power of Attorney in support of the signatory to the Tender
- Details of the Subcontractors Proposed by the Tenderer
- Preliminary Working Programme
- All Drawings, specifications and other documentation released to the Tenderer in connection with this Tender.



3.4 Tender Prices

- 3.4.1 Rates and prices submitted by the Tenderer shall be for the complete fulfilment of the obligations described in the Contract for works as described and enumerated in the Bills of Quantities and implied on the Architectural and Engineering drawings and Schedules. Rates and Prices shall be inclusive for the work that is described without the need for any further additional costs. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 3.4.2 Tenderers shall fully price the Bills of Quantities, and tender submissions made that are incomplete in this regard may be rejected. Changes to the descriptions contained in the Bills of Quantities are not allowed and any changes will not be considered.
- 3.4.3 Prices quoted by the Tender shall be **FIXED** for the duration of the Contract and will not be subject to the adjustments for change in cost. A Tender submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 3.4.4 Applicable rates of exchange as determined by the Central Bank of Eswatini on the date of the Tender closure will be applicable for the duration of the Contract. Tenderers will be responsible for acquiring forward cover against the exchange rates fluctuations. **NO** adjustments for the changes in cost will be accepted for the duration of the Contract. The Contractor shall submit proof of forward cover on the relevant portions of the Contract within 28 days after award of Contract.
- 3.4.5 All taxes including **Eswatini VAT**, levies and custom duties etc, as applicable to the Works and determined 28 (twenty-eight) days prior to Tender submission, shall be deemed included in the Tender Prices. If there are or may be exemptions from levies, customs duties, tax, etc applicable to any aspect of the works, the Tenderer must make his own arrangements thereof, as the tender price shall be regarded as comprehensive.
- 3.4.6 The Tenderer, if registered in Swaziland, is liable for income tax or other national or local taxes applicable in the country in connection with the execution of the Contract. The Tenderer, if not registered in Swaziland, is liable only to 15 (fifteen) percent **Withholding Tax** in line with the Income Tax Act Directive on non-resident Contractors/Suppliers.
- 3.4.7 Following adoption of the Construction Industry Council Construction Levy on the 10th October 2016, as per the Eswatini Government Gazette Extraordinary (No 126), all projects should be registered with CIC and also pay the construction levy. The Tenderer is liable to register the project and withhold the construction levy with every certificate as per **clause 4 (1)** of the Eswatini Government Gazette Extraordinary (No 126).



3.5 Tender Currencies

- 3.5.1 Tender prices shall be quoted in Emalangeni (SZL).
- 3.5.2 The point of payment will be Swaziland.

3.6 Period of Tender Validity

- 3.6.1 The Tender shall remain valid for ninety (90) calendar days after the Tender closing date. A Tender valid for a shorter period shall be rejected by the Employer as being non-responsive.
- 3.6.2 The Employer may solicit the Tenderer's consent to an extension of the Tender validity period. The request and responses thereto shall be made in writing or by cable. A Tenderer may refuse the request without prejudice to any rights he might have under this tender process. A Tenderer granting the request will not be required or permitted to modify its Tender.

3.7 Format and Signing of Tender

- 3.7.1 The Tender shall prepare one original and one complete copy of the Tender and clearly marking each one respectively as "Original Tender" and "Copy No. 1" In the event of any discrepancy between them, the original shall govern.
- 3.7.2 The original and all copies of the Tender, each consisting of the documents listed above shall be typed or written in indelible ink and shall be signed by the Tenderer or person or persons duly authorised to bind the Tenderer to the Contract. The latter authorisation shall be indicated by written power of the attorney accompanying the Tender and submitted as Attachment 2 to the Tender. All pages of the Tender shall be initialled by the person or persons signing the Tender.
- 3.7.3 Any alterations and recommendations made by the Tenderer shall be initialled by the person or persons signing the Tender.

4 Submission of Tenders

4.1 Sealing and Marking

- 4.1.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes, duly marking the envelope as "**Original Tender**". The envelope shall then be sealed in an outer envelope.
- 4.1.2 The inner and outer envelopes shall:
 - 4.1.1.1 Be addressed to

The Chief Executive Officer

The Enterprises Development Company (SEDCO)

P O Box A186

SWAZI PLAZA

Government Stores Road – Mbabane Industrial Site,



And,

- 4.1.1.2 Bear the Tender Number and the statement "**DO NOT OPEN BEFORE**" and the closing date for Tendering, excluding any notice allowing identification of the Tenderer.
- 4.1.3 If the outer envelope is not sealed and marked as requested, then the Employer will assume no responsibility for the Tender's misplacement or premature opening. If the outer envelope discloses the identity of the Tenderer, the Employer will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.
- 4.1.4 Technical proposal should be placed in a sealed envelope marked technical proposal, similarly the financial proposal also placed in a sealed envelope marked financial proposal and then both envelopes enclosed in one suitable envelope sealed and clearly marked.

4.2 Deadline for Submission of Tenders

- 4.2.1 Tenders must be received by the Employer at the address no later than the 2nd November 2018 as indicated on Invitation for Tender.
- 4.2.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Employer and Tenderers will thereafter be subject to the deadline as extended.

4.3 Late Tenders

Any Tender received by the Employer after the Tender submission deadline prescribed by the Employer will be rejected and returned unopened to the Tenderer.

5 Tender Opening and Evaluation

5.1 Opening of Tender by Employer

- 5.1.1 The Employer will open the Tenders in the presence of Tenderer's designated representatives who choose to attend, at the time, date and location specified. The Tenderers' representatives who are present shall sign a register to provide evidence of their presence.
- 5.1.2 The Tenderer's names, the Tender Prices and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 5.1.3 No Tender shall be rejected at Tender opening except for late Tenders
- 5.1.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present.

5.2 Clarification of Tenders



- 5.2.1 During the Tender evaluation, the Employer may, at its discretion, ask the Tenderer for clarification of its Tender.
- 5.2.2 The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted. Deadline for submission of queries will be three days prior to the submission date.
- 5.2.3 Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to: sdladla@sedco.co.sz

5.3 Preliminary Examination of Tenders

- 5.3.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 5.3.2 Prior to the detailed evaluation, the Employer will determine whether each Tender is of acceptable quality, is complete and substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all terms, conditions and specifications of the bidding documents without material deviations and objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or successful Tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive Tenders.
- 5.3.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Employer's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

5.4 Evaluation and Comparison of Tenders

- 5.4.1 The Tender will be subjected to a thorough arithmetic check and arithmetic errors will be rectified on the following basis.
- 5.4.1.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- 5.4.1.2 If there is a discrepancy between words and figures the amount in words will prevail.
- 5.4.2 If the Tenderer does not accept the correction of errors its Tender will be rejected. The Employer will not be held responsible in any way for any shortcomings in the arithmetical checking process and costs, loss or damage.



arising from any errors in arithmetic that are not identified shall be to the Tenderers account.

5.4.3 The Employer's evaluation of a Tender will take into account, in addition to the Tender prices indicated, the following factors:

5.5.1.1 The general level and consistency of unit prices.

5.5.1.2 The qualifications of the proposed Electrical Subcontractor

5.5.1.3 The Preliminary Construction Programme

5.5 Contacting the Employer

5.5.1 From the time of the tender opening to the time of Contract award, if any Tenderer wishes to contact the employer on any matter related to its Tender, it should do so in writing.

5.5.2 Any effort by a Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions will result in rejection of the Tenderer's Tender.

6 Award of Contract

6.1 Award Criteria

6.1.1 The Employer may award the contract to the Tenderer whose Tender has been determined to be substantially. The Employer is not bound to accept the lowest Tender or any at all and no reasons will be given for non-acceptance of Tender.

6.1.2 Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; the notice of intention to award shall be sent and published to the SPPRA website at least 10 days before the contract award.

6.1.3 The tender committee shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

6.2 Employer's Right to Accept Any Tender and to Reject Any or All Tenders

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

6.3 Pre-Award Negotiations

6.3.1 Prior to the expiry of the period of Tender Validity, the Employer will invite the successful Tenderer to his office for Contract negotiations.



- 6.3.2 The successful conclusion of the Contract Negotiations will constitute the formation of the Contract.
- 6.3.3 The Employer shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.
- 6.3.4 Upon the successful Tenderer furnishing of a Performance Security the Employer will promptly notify each unsuccessful Tenderer.

6.4 Signing the Contract Agreement

- 6.4.1 Subject to Clause 6.3.2 The Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.
- 6.4.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

6.5 Performance Security

- 6.5.1 Within twenty-eight (28) days after successfully concluding the Contact negotiation, the successful Tenderer shall furnish the Construction Guarantee in the amount of ten (10) percent of the accepted Contract Amount and in the form provided in the Tender Documents.
- 6.5.2 Failure of the successful Tenderer to comply with submission of the Construction Guarantee shall constitute sufficient grounds for the annulment of the award, in which event the Employer may make the award to the next most advantageous evaluated Tenderer or call for new Tenders.

7 Corrupt or Fraudulent Practices

Any Tenderer that is found to be, or who attempts to be involved in any corrupt or fraudulent activity or practice involving any party concerned in the Tender process, shall be disqualified. The Tenderer may forfeit the Tender Security.



THE SCHEDULE

The schedule at the end of the conditions contract will be completed as follows:

1. Construction period : Thirty Six weeks
 - Site possession: Monday , 12 November 2018
 - Contract start: Monday, 19 November 2018
 - Date of practical completion: Friday, 26 July 2019
2. Penalty for non-completion: E3800.00 per calendar week.
3. Final Contract: Fixed Price Contract see clause 25.3.4 / 26.9.5 on the contract data.



DECLARATION OF ELIGIBILITY

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

[>>>Name of the contractor, Address, and Date>>>]

*To: The Chief Executive Officer, The Small Enterprises Development Company, Government Stores Road, Industrial Site Mbabane.
P.O. Box A186, Mbabane*

Dear Sirs,

Re Tender Reference: **Tender No 04 of 2018/19**

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



REHABILITATION OF NHLANGANO SEDCO ESTATE

TECHNICAL CRITERIA DOCUMENT

1 INSTRUCTIONS

Submissions are to be made in the format prescribed. Failure to follow this format may result in submissions being rejected.

2 PROJECT DESCRIPTION

The following project description is given without prejudice and is merely intended to illustrate the intended scope of the works. The full scope and extent of the works will be indicated in the tender documents.

The proposed new SEDCO building is located on plot 1/295 Nhlango. The contract will run for a duration of 8 months.

One building is to be demolished for the construction of a building size 15.23m x 12.23m to accommodate 3 workshop units with an average area of 36m² per workshop with an administration building size 15.23 x 8.93m on the first floor. A new Public Toilet Building will be constructed adjacent to the workshops as indicated in the drawings.

The workshops will comprise of workshop spaces, toilets, kitchenettes and offices, a chromadek galvanised roof.

3 GENERAL COMPANY DETAILS

3.1 *Company Details*

Full Name of Company			
Registration number		Date of registration	
Registered physical Address		Postal address	
Email address		Phone & Fax	



3.2 Company Structure

Outline the company structure identifying key positions and persons, such as buyers, estimators etc and the reporting structure. An annotated organogram is to be used to illustrate the company structure.

3.3 Total Employment Complement

All Permanent employees:-

<u>Management</u>	<u>Office administration</u>	<u>Site management</u>	<u>Indvuna</u>	<u>Artisans</u>	<u>Labourers</u>
<u>Total number of permanent employees</u>					

3.4 Work Experience

3.4.1 Projects executed *and completed* over the past five years: -
Complete the attached Project Data Sheets (6)

3.4.2 Projects in progress
Complete the attached Project Data Sheets (6)

4 TECHNICAL

The following sections deals with the resources that Contractor intends to employ on the works.

4.1 Management

Brief CV's in the attached format of the Senior and Site Management intended to be employed on the works.(0)

5 FINANCIAL

Details of the Contractors financial standing are required.

5.1 General

Banking			
Name of Bank		Postal Address	
Contact person		cell	
		email	



5.2 Construction Guarantee

Contractors will be expected to raise a construction guarantee. From which bank or institution would this be raised?

5.3 Audited Accounts

The previous two years audited accounts are to be provided. In addition for ease of reference the following is to be filled in.

	Audited Accounts (E'000's)		
	Turnover	Fixed assets	Net profit
Year ending 2018 (expected)			
Year ending June 2017			
Year ending June 2016			

Accountants



6 PRO-FORMA

PROJECT DATA SHEETS

(copy these forms as many times as necessary)

6.1 Projects executed and completed over the past five years: -

Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	



Project Title/Type				Value (E'000's)	
Contract start date ¹		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	

¹ Month and year



6.2 Projects in progress

Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date ²		Contract completion date		Supervising Consultant	

² Month and year



Project Title/Type				Value (E'000's)	
Contract start date ³		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	
Project Title/Type				Value (E'000's)	
Contract start date		Contract completion date		Supervising Consultant	

³ Month and year



CV of Proposed Site Agent

Full Name	
Date of Birth	

Technical education : -		
Qualifications	Institution	Dates attended (month/year)

Employment Record (in reverse date order, current employment first) : -				
Employer	Dates of employment (month/year)		Position	Reason for leaving
	From	To		

Special skills or expertise	
-----------------------------	--



CV of Proposed General Foreman

Full Name	
Date of Birth	

Technical education : -		
Qualifications	Institution	Dates attended (month/year)

Employment Record (in reverse date order, current employment first) : -				
Employer	Dates of employment (month/year)		Position	Reason for leaving
	From	To		

Special skills or expertise	
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This Data sheet should be read in conjunction with the foregoing Instructions to Tenderers.		Clause which forms part of Instructions
Paragraph No.	Paragraph description.	
5	Pre Tender Site Visit	Will be on Thursday 11th October 2018 10h00hrs at Plot 1/295 Nhlango.
6.	Validity	The validity shall be 90 days past the latest date for submission.
7.	Documentary Requirements	Tenderers must complete the Bills of Quantities in full and it must be accompanied by a signed, completed Tender Form.
8.	Documents comprising the tenderers offer	In addition to the documents stated in the Instructions to Tenderers the following are required ; <ul style="list-style-type: none"> • Tenderers must provide details of experience and qualifications including full contact details must be provided (physical address, telephone, e mail address, facsimile number etc) (see Annex 1). Failure to provide sufficient contact details may result in rejection of your offer. • SHEQ Policy • Tenderers Organizational Structure (see Annex 2). • Copy of SEDCO Receipt • SNPF Compliance Certificate • Labour Compliance certificate • Current Tax Clearance Certificate • Latest 3 years Audited Financial Statements • Coloured Copies of Directors ID • Company Profile • Proof of registration with the Construction Industry Council • Trading licence • Company Form J & C • Preliminary Construction Program
10.	Tender Submission.	The Location for submission of Tenders is : THE TENDER BOX AT THE SMALL ENTERPRISES DEVELOPMENT COMPANY, HEAD OFFICES, MBABANE, SWAZILAND, GROUND FLOOR RECEPTION. The Latest Date and time for submission of Tenders is 10:00 am on Friday 2 nd November 2018. The Envelope must be clearly marked with the following words; “Tender No. 04 Of 2018/19- REHABILITATION OF NHLANGANO SEDCO ESTATE and addressed to: The Chief Executive Officer The Enterprises Development Company P.O. Box A186 SWAZI PLAZA Government Stores Road – Mbabane Industrial Site



13	Tender Opening	Tenders will be opened at The Small Enterprises Development Company Head Offices
15.	Evaluation of Tenders	The Criteria on the schedule below will be used.
18.	Award of Contract	A Performance Guarantee will be required for a value equivalent to 10% (ten per cent) of the Contract value and valid for the duration of the contract including the maintenance period.



TENDER EVALUATION PROCESS AND CRITERIA

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria: There are six components in the tender evaluation process, five of which are non-financial and the last one being financial. These are set out below:

Please note the following:

- A tender which obtains less than 50% of the total points allocated to Criteria 1 - Responsiveness to Tender Assessment shall be deemed to be non-responsive and eliminated from further evaluation.
- A tender which obtains less than 70% of the total points allocated to Criterion 2 to 5, Resources and Capability Assessment, Technical Assessment, Risk Assessment, and Promotion of Swazi Business; shall be deemed to be non-responsive and eliminated from further evaluation.

1. Responsiveness of Tender Assessment

This will determine whether:

- all required documentation and information has been submitted;
- all the tenders have been appropriately signed and authorised;
- the document has been submitted in the correct format; and
- The correct number of legible copies has been submitted.

2. Resources and Capability Assessment

This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory back up. Where appropriate, reference checks are essential and must cover aspects such as:

- a. The Tenderer's track record: i.e. past performance of similar contracts; industry knowledge;
- b. The availability of trade references (A list of at least three suitable references is to be provided to support this process);
- c. The contractors managerial and expertise capacity (as evidenced by sound management practices as well as qualifications, experience and extent of involvement/availability of key personnel and supervisory staff) to deliver the services.
- d. Project implementation plan.



3. Technical Assessment

The technical assessment will establish whether the tender meets the requirements set out in the specification and, if not, the significance of any variation from that specification.

4. Risk Assessment

The assessment will establish all risk factors which may be prejudicial to the SEDCO and performance of the contract. This may include ascertaining the integrity and general conduct in business dealings, professional conduct of the tenderer's directors and senior management; compliance with the law and encumbrances which may hinder due performance under the contract. This may involve investigations into whether any of the directors and senior managers have criminal records in connection with corruption, fraud, theft or forgery; financial track record of the tenderer, etc.

5. Promotion of Swazi Business

This criterion shall determine the extent to which ownership of the business is vested in Swazi citizens and/or the extent to which the Tenderer will:

- a. Encourage Swazi citizens to be involved in business;
- b. Improve levels of Swazi citizens' participation in SEDCO business;
- c. Enhance economic development for Swazi citizens;
- d. Increase the numbers and types of Swazi business activities in the area;
- e. Promote opportunities for employment of Swazi citizens and
- f. Promote business enterprise development for Swazi citizens.

Where the scope of the works is of a highly specialised nature or the successful Tenderer is non-Swazi, the SEDCO shall negotiate with the successful Tenderer to sub-contract or partner with a service provider who is a Swazi citizen.

6. Financial Criteria

Highest technical submission scores maximum points

Remainder are scored proportionally against the highest scoring submission –

i.e submission score divided by highest score times the multiplier

$$\frac{C_{low}}{C} \times X$$



Lowest financial submission scores maximum points

Remainder are scored proportionally against the lowest scoring submission –
ie submission score divided by lowest score times the multiplier

$$\frac{T}{T_{high}} \times (1 - X)$$

The scores from the two calculations are then added and ranked

Technical = 30%, Financial = 70%

EVALUATION CRITERIA AND WEIGHTINGS

Non Price Elements: Criteria and weightings are summarised below;

Criteria Elements	Criteria Weighting Factors
<p>1. Responsiveness of Tender</p> <ul style="list-style-type: none"> • all required documentation and information has been submitted; • all the tender documents have been appropriately signed and authorised; • the document has been submitted in the correct format; and • The correct number of legible copies has been submitted. 	5
<p>2. Resources and Capability</p> <ul style="list-style-type: none"> • Resource allocation & organisation and how this fits into the overall project structure; • Reputation/brand/size of Tenderer; • Key personnel, relevant qualification(s) and relevant experience; • Key personnel commitment to this project as a percentage of their total time; • Trade references. • Project implementation plan. 	5



<p>3. Technical Capability</p> <ul style="list-style-type: none"> • Quality of the product/service, i.e. extent to which it meets tender specification or scope. • Listing of license benefits and obligations with Microsoft. • Listing of any other value adds that may accrue to SEDCO from the partnership. • Understanding of the terms of reference and methodology. • A list of relevant/similar projects completed within the last 3 years, complete with date, description, Project cost. 	10
<p>4. Risk Assessment</p> <ul style="list-style-type: none"> • All risk factors which may be prejudicial to SEDCO and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects; • Size of the tender in relation to the size of the company in order to determine the ability to complete the tendered works; • Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor's directors and senior management; • Compliance with the law; (e.g. workmen's compensation etc.) • Circumstances which may expose SEDCO and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc. 	5



<p>5. Swazi Business Promotion</p> <ul style="list-style-type: none"> • Degree to which ownership of business vests with Swazi citizen; • Degree to which business is managed by Swazi citizen. • Extent to which the Tenderer will: <ul style="list-style-type: none"> – Encourage more Swazi citizens to be involved in business; – Encourage the impartation of technical and business skills to Swazi citizens; – Improve levels of Swazi citizens participation in SEDCO business; – Promote opportunities for employment of Swazi citizens; 	5
Total for Technical Criteria	30
<p>6. Total of Financial</p> <ul style="list-style-type: none"> • Pricing / Costs 	70
Grand Total of both criteria	100



SECTION A

INSTRUCTIONS TO TENDERERS



SECTION B

DECLARATION OF ELIGIBILITY



SECTION C

TECHNICAL CRITERIA DOCUMENT

