
ESWATINI WATER SERVICES CORPORATION



REQUEST FOR PROPOSALS: RFP # EWSC 14 OF 2018/19

Name of Firm

Engineering Services for the

DESIGN AND CONSTRUCTION OF THE MPOFU INTAKE WORKS – INFILTRATION GALLERY

Eswatini Water Services Corporation Headquarters,
Emtfonjeni Building,
MR3 Between Gables Shopping Complex and Usushwana Bridge
Ezulwini

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ESWATINI WATER SERVICES CORPORATION



Invitation for submission of Bids (IFB) Tender number EWSC 14 OF 2018/19

DESIGN AND CONSTRUCTION OF THE MPOFU INTAKE WORKS – INFILTRATION GALLERY

The Eswatini Water Services Corporation in conjunction with the Ministry of Natural Resources and Energy, Department of Water Affairs hereby invites sealed bids from eligible engineering service providers for the design-construct contract of an Intake Works for the Mpopfu Rural Water Scheme. The scope of works shall include Gabion Cage, Collection Sump, Transmission pipeline from Sump to Control House, Drop cable from the Sump to the Control House, Valves and Valve Chambers and a Control House. Production of designs, construction, commissioning and handover of completed works is expected from the Prospective Bidder.

Bidding documents may be downloaded from the Eswatini Water Services Corporation website www.swsc.co.sz. Bid documents may be paid for from the address below for a non-refundable fee of E1 000.00 (One Thousand Emalangeni Only); Proof of payment shall be included in the bid. This will be in the form of a cash deposit made at Gables and Mbabane Eswatini Water Services Corporation revenue offices.

Bids shall be valid for a period of 90 days after Bid opening and must be accompanied by a bid security bond of E10 000.00, it should be a guaranteed bank cheque clearly marked “**Design & Construct the Mpopfu Intake Works**” to a designated tender box at the address below:

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

The closing time for receipt of tenders is **12:00hrs** on, **Friday 8 March 2019**, at which time they will be opened in the presence of bidders who elect to attend. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

A compulsory site inspection will be conducted on **Wednesday 13 February 2019**. Prospective Bidders must meet the Corporation’s Engineer or representative (Coordinate: 25°57’ 54”S 31°32’33”E) at MR 5 T - junction to Mpopfu at 11:00am.

J. MASHWAMA
MANAGING DIRECTOR

SECTION 2.

INSTRUCTIONS TO BIDDERS / ENGINEERING SERVICE PROVIDERS

DEFINITIONS

- (a) “Client” means the Eswatini Water Services Corporation as represented by the **Managing Director** of the **Eswatini Water Services Corporation** or any persons as may be authorized by the Corporation.
- (b) “Bidder” means any entity or person that may provide or provides the Services to the Client under the Contract
- (c) “Contract” means the Contract signed by the Parties and all the attached documents that is the General Conditions (GC), the Special Conditions (SC), and the Appendices
- (d) “Data Sheet” means such part of the Instructions to Bidders / Engineering Service Providers used to reflect specific assignment conditions
- (e) “Day” means calendar day
- (f) “Government” means the Government of Eswatini
- (g) “Instructions to Bidders” means the document which provides Bidders with all information needed to prepare their Proposals
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Bidders
- (i) “Personnel” means professionals and support staff provided by the Bidder or by any Secondments and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini
- (j) “Proposal” means the Technical Proposal and the Financial Proposal
- (k) “RFP” means this Request For Proposals
- (l) “Services” means the work to be performed by the Bidder pursuant to the Contract
- (m) “Sub-Engineering Service Provider / Sub Contractor” means any person or entity with whom the Bidder subcontracts any part of the Services
- (n) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Engineering Service Provider, and expected results and deliverables of the assignment

- 1. INTRODUCTION**
- 1.1 The Client named in the Data Sheet will select an Engineering Service provider firm/organization in accordance with the method of selection specified in the Data Sheet.
- 1.2 Engineering Service providers are invited to submit a Technical Proposal and a Financial Proposal for Engineering services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Engineering Service Provider.
- 1.3 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the site before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is mandatory. Bidders / Engineering Service Providers should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders / Engineering Service Providers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Bidders / Engineering Service Providers the inputs and facilities specified in the Data Sheet to assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Bidders / Engineering Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders / Engineering Service Providers.
- 2. CONFLICT OF INTEREST**
- 2.1 Bidders / Engineering Service Providers are required to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any

consideration for future work.

2.2 Without limitation on the generality of the foregoing, Bidders / Engineering Service Providers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(a) A firm that has been engaged by the Client to provide goods, works or services other than Engineering services for a project, and any of its affiliates, shall be disqualified from providing Engineering services related to those goods, works or services. Conversely, a firm hired to provide Engineering services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Engineering services resulting from or directly related to the firm's Engineering services for such preparation or implementation. For the purpose of this paragraph, services other than Engineering services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(b) An Engineering Service Provider (including its Personnel and Sub-Bidders / Engineering Service Providers) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Engineering Service Provider to be executed for the same or for another Client. For example, a Engineering Service Provider hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Engineering Service Provider assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Engineering Service Provider hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

(c) A Engineering Service Provider (including its Personnel and Sub-Bidders / Engineering Service Providers) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

2.3 Bidders / Engineering Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Engineering Service Provider or the termination of its Contract.

- 3. ASSOCIATION** 3.1 If a shortlisted Engineering Service Provider could derive a competitive advantage from having provided consulting / Engineering services related to the assignment in question, the Client shall make available to all shortlisted Bidders / Engineering Service Providers together with this RFP all information that would in that respect give such Engineering Service Provider any competitive advantage over competing Bidders / Engineering Service Providers.
- 4. COMMISSIONS** 4.1 Bidders / Engineering Service Providers shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Engineering Service Provider is awarded the Contract, as requested in the Financial Proposal submission form
- 5. ONE PROPOSAL** 5.1 Shortlisted Bidders / Engineering Service Providers may only submit one proposal. If a Engineering Service Provider submits or participates in more than one proposal, such proposals shall be disqualified, this also limits the participation of the same Sub-Engineering Service Provider or sub-contractor, including individual experts, to NOT more than one proposal.
- 6. VALIDITY** 6.1 The Data Sheet indicates how long Bidders / Engineering Service Providers' Proposals must remain valid after the submission date. During this period, Bidders / Engineering Service Providers shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Bidders / Engineering Service Providers to extend the validity period of their proposals. Bidders / Engineering Service Providers who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders / Engineering Service Providers could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders / Engineering Service Providers who do not agree have the right to refuse to extend the validity of their Proposals.
- 7. CLARIFICATION AND AMENDMENT OF** 7.1 Bidders / Engineering Service Providers may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission

**RFP
DOCUMENTS**

date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders / Engineering Service Providers. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

7.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders / Engineering Service Providers and will be binding on them. Bidders / Engineering Service Providers shall acknowledge receipt of all amendments. To give Bidders / Engineering Service Providers reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**8. PREPARATION
OF PROPOSALS**

8.1 The Proposal, as well as all related correspondence exchanged by the Bidders / Engineering Service Providers and the Client, shall be written in the English language.

8.2 In preparing their Proposal, Bidders / Engineering Service Providers are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, Bidders / Engineering Service Providers must give particular attention to the following:

**9. PREPARATION
OF THE
TECHNICAL
PROPOSAL**

9.1 (a) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet; the Proposal shall be based on the number of Professional staff-months estimated by the Bidders / Engineering Service Providers.

(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Bidders / Engineering Service Providers are required to submit a Full Technical Proposal. The Technical Proposal shall provide

the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms

(a) For the Technical Proposal a brief description of the Bidders / Engineering Service Providers' organization and an outline of recent experience of the Bidders / Engineering Service Providers and, in the case of joint venture, for each partner, on assignments of a similar nature are required in Form TECH-2. For each assignment, the outline should indicate the names of Sub-Bidders / Engineering Service Providers/ Professional staff who participated, duration of the assignment, contract amount, and Engineering Service Provider's involvement. Information should be provided only for those assignments for which the Engineering Service Provider was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Engineering Service Provider, or that of the Engineering Service Provider's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders / Engineering Service Providers should be prepared to substantiate the claimed experience if so requested by the Client.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3).

(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: (i) technical approach and methodology, (ii) work plan, and (iii) organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5).

(e) Estimates of the staff input (staff-months of foreign and

local professionals) needed to carry out the assignment (Form TECH-7. The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).

(g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

(h) Declaration of Eligibility (Form TECH – 9) all Bidders / Engineering Service Providers must meet the following criteria, to be eligible to participate in public procurement

9.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**10. PREPARATION
OF THE
FINANCIAL
PROPOSAL**

10.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Bidders / Engineering Service Providers' home office), and (b) reimbursable expenses and the construction cost (as such a schedule of quantities for the construction period must be given as per relevant South Africa Bureau of Standards, (SABS) standards). If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

10.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

10.3 The Engineering Service Provider shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

10.4 Bidders / Engineering Service Providers must express the price of their services in Emalangeneni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to

be paid by Bidders / Engineering Service Providers and related to the assignment will be listed in the Financial Proposal Form FIN-1.

**11. SUBMISSION,
RECEIPT, AND
OPENING OF
PROPOSALS**

11.1 The original proposal (Technical Proposal and Financial Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders / Engineering Service Providers themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1

An authorized representative of the Bidders / Engineering Service Providers shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".

The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para 12.1 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

11.2 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the Tender Number and the name of the assignment, and with a warning "Do Not Open With The Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "Do Not Open before [insert the time and date of the submission deadline indicated in the Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute

grounds for declaring the Proposal non-responsive.

- 12. LATEST DATE FOR SUBMISSION** 12.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 13. OPENING OF TECHNICAL PROPOSALS** 13.1 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 13.2 From the time the Proposals are opened to the time the Contract is awarded, the Bidders / Engineering Service Providers should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders / Engineering Service Providers to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders / Engineering Service Providers' Proposal.
- 13.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. .
- 14. EVALUATION OF THE TECHNICAL PROPOSALS** 14.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 14.2 After the technical evaluation is completed and the Tender Committee has provided it's approval, the Client shall inform the Bidders / Engineering Service Providers who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Bidders / Engineering Service Providers whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after

completing the selection process.

- 14.3. The Client shall simultaneously notify in writing Bidders / Engineering Service Providers that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Bidders / Engineering Service Providers sufficient time to make arrangements for attending the opening. Bidders / Engineering Service Providers' attendance at the opening of Financial Proposals is optional.

15. OPENING OF FINANCIAL PROPOSALS

- 15.1 Financial Proposals shall be opened publicly in the presence of the Bidders / Engineering Service Providers' representatives who choose to attend. The name of the Bidders / Engineering Service Providers and the technical scores of the Bidders / Engineering Service Providers shall be read aloud. The Financial Proposal of the Bidders / Engineering Service Providers who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. A Copy of the record shall be sent to all Bidders / Engineering Service Providers who request it.

16. EVALUATION

The Client is not bound to accept the lowest tender

17. EVALUATION OF FINANCIAL PROPOSALS

- 17.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.
- 17.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the

Data Sheet.

- 18. COMBINED TECHNICAL AND FINANCIAL EVALUATION (QUALITY COST BASED)** 18.1 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$, where S is the total score. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19. NEGOTIATIONS** 19.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Engineering Service Provider will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Engineering Service Provider. Representatives conducting negotiations on behalf of the Engineering Service Provider must have written authority to negotiate and conclude a Contract.
- 20. TECHNICAL NEGOTIATIONS** 20.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Engineering Service Provider to improve the Terms of Reference. The Client and the Bidders / Engineering Service Providers will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Engineering Service Provider.
- 21. FINANCIAL NEGOTIATIONS** 21.1 If applicable, it is the responsibility of the Engineering Service Provider, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Engineering Service Provider under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless

there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- 21.2 Having selected the Engineering Service Provider on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Engineering Service Provider may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Engineering Service Provider within the period of time specified in the letter of invitation to negotiate.
- 21.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Engineering Service Provider will initial the agreed Contract. If negotiations fail, the Client will invite the Engineering Service Provider whose Proposal received the second highest score to negotiate a Contract.
- 21.4 After completing negotiations the Client shall award the Contract to the selected Engineering Service Provider, and promptly notify all Bidders / Engineering Service Providers who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Bidders / Engineering Service Providers.
- 21.5 The Engineering Service Provider is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 21.6 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders / Engineering Service Providers who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

**22. CORRUPT,
COLLUSIVE,
FRAUDULENT
COERCIVE
PRACTICES**

OR

22.1 Bidders / Engineering Service Providers should be aware that an Engineering Service Provider who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Eswatini.

“Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution;

“Collusive” practices means a scheme or arrangement between two or more Bidders / Engineering Service Providers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.

23. BID SECURITY

- 23.1 The bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the data sheet in the currency of the Employer's country, or the equivalent amount in a freely convertible currency.
- 23.2 The bid security shall:
- (a) at the bidder's option, be in the form of either a bank guarantee from a banking institution;
 - (b) be issued by a reputable institution selected by the bidder and located in the Employer's country;
 - (c) be substantially in accordance with one of the forms of bid security included in General Conditions of Contract or other form approved by the Employer prior to bid submission;
 - (d) be payable promptly upon written demand by the employer in case any of the conditions listed in Sub-Clause 23.7 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under Clause 6.
- 23.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the original period, or any subsequently extended period, of bid validity.
- 23.4 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
- 23.5 The bid security may be forfeited
- (a) if the bidder withdraws its bid. after the deadline for submission of bids, within the tender validity period. And,
 - (b) if the bidder does not accept the correction of its Bid Price.
- 23.6 **Notification of Award and Signing of Agreement**
The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the

Contract called the “Contract Price”).

The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement

The Employer will notify the other bidders that their bids have been unsuccessful.

The contract award decision shall be taken by the appropriate approvals

authority, but the award decision does not constitute a contract.

Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The

notice will be sent to all tenderers who submitted tenders by letter

and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website.

The Client will allow a period of at least ten working days to

elapse from the date of dispatch and publication of the notice before a contract is awarded.

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

ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011	
Bidder: Date: JV Partner:	
LEGAL REQUIREMENT	RESPONSE/EVIDENCE
Our firm has the legal capacity to enter into the contract	Certificates of incorporation, Forms C and J, Trading licences Power of attorney.
Our firm is not insolvent, in receivership, bankrupt or being wound up. Its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: i.....

Our firm has fulfilled its obligations to pay taxes and social security contributions	Original Tax compliance certificate SNPF Compliance Certificate
It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions.	Labour Compliance Certificate enclosed
Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.	Confirmation by signature of authorised signatory: i.....
Our firm, or any of its directors/key personnel or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Confirmation by signature of authorised signatory: Directors police clearances
Our company and none of its directors or officers have been suspended from participating in the tendering process by SPPRA for the reasons specified in Section 56 of the Act	Confirmation by signature of authorised signatory: i.....
Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act	Confirmation by signature of authorised signatory: i.....
SWSC bid document purchase receipt (where applicable)	Enclosed

DATA SHEET

Paragraph Reference	1.
1.1	Name of the Client: Eswatini Water Services Corporation <hr/> Method of selection: Quality and Cost Basis
1.2	Name of Assignment: TURN KEY CONTRACT FOR THE DESIGN AND CONSTRUCTION OF THE MPOFU INTAKE WORKS Financial Proposal to be submitted together with Technical Proposal: Yes – in separate envelopes
1.3	A mandatory pre-proposal conference will be held: “ YES”
1.4	The Client will provide the following inputs and facilities: The Client will make available the reports mentioned in the Terms of Reference
2	Proposals / Bids must remain valid for 90 (NINETY) days after the submission date
3	Clarifications may be requested not later than five (5) days before the latest submission date. The address for requesting clarifications is: procurement@swsc.co.sz Contact persons include: Mandla Masina +268 416 9192
4	Training is a specific component of this assignment: No.
5	Information on taxes may be obtained from the following: Commissioner of Taxes P.O. Box 186 Mbabane Kingdom of Eswatini Tel. 2404 2751

	<p>The Department of Customs and Excise Mbabane Eswatini Tel. 2404 5370/6922</p>																						
6	The Engineering Service Provider must submit the original and four copies of the Technical Proposal, and the original and one copy of the Financial Proposal.																						
7	<p>The Proposal submission address is:</p> <p>The Managing Director Eswatini Water Services Corporation Headquarters, Emtfonjeni Building, MR3 Between Gables Shopping Complex and Usushwana Bridge Ezulwini</p>																						
8	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Bidders / Engineering Service Providers relevant to the assignment:</td> <td style="text-align: right;">20</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (ii):</td> <td style="text-align: right;">40</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (iii):</td> <td style="text-align: right;">30</td> </tr> <tr> <td>(iv) Participation by Nationals among proposed Team</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Total Technical Points</td> <td style="text-align: right;">100</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Bidders / Engineering Service Providers relevant to the assignment:	20	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	20	b) Work plan	10	c) Organization and staffing	10	Total points for criterion (ii):	40	(iii) Key professional staff qualifications and competence for the assignment:		Total points for criterion (iii):	30	(iv) Participation by Nationals among proposed Team	10	Total Technical Points	100
	<u>Points</u>																						
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Total points for criterion (iii):	30																						
(iv) Participation by Nationals among proposed Team	10																						
Total Technical Points	100																						
9	The minimum technical score S_t required to pass is: 70 (seventy points)																						
10	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: <i>[See the Guide for more information]</i></p>																						

	T = 0.6, and P = 0.4
11	Currency conversion will not be carried out. Evaluation will take place in Emalangeneni only.

SECTION 3.

TECHNICAL PROPOSAL - STANDARD FORMS

Refer to Reference Paragraph 9 of the Instructions to Bidders / Engineering Service Providers for format of Technical Proposal to be submitted,

- TECH-1 Technical Proposal Submission Form
- TECH-2 Engineering Service Provider's Organization and Experience
 - A Engineering Service Provider's Organization
 - B Engineering Service Provider's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing and Resource Schedule
- TECH-8 Work Schedule
- TECH-9 Declaration of Eligibility

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: Eswatini Water Services Corporation Headquarters,
Emftonjeni Building,
MR3 between Gables Shopping Complex and Usushwana Bridge
Ezulwini
July 2014

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Development for the investigation of a stable water supply to Ezulwini Valley in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [***Insert a list with full name and address of Engineering Service Provider or each associated Engineering Service Provider***]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 6.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 21.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 ENGINEERING SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE

A - Engineering Service Provider's Organization

B - Engineering Service Provider's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use up to 10 pages.]

Assignment name:	Approx. value of the contract Emalangeni:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Bidders / Engineering Service Providers:
Name of associated Bidders / Engineering Service Providers, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal up to (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

*Technical Approach and Methodology,
Work Plan, and
Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
										Subtotal								
Local																		
1		[Home]																
		[Field]																
2																		
n																		
										Subtotal								
										Total								

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Engineering Service Provider's home office.

Full time input
 Part time input

FORM TECH-8 PROGRAMME OF WORKS IN MS PROJECTS FORMAT

Attach programme overleaf

- 1 Indicate all main activities of the assignment, including delivery of reports, and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9

Declaration of Eligibility

In accordance with the requirements of the Procurement Regulations issued in accordance with the terms of Section 26 of the Finance and Audit Act No. 18 of 1967 all Bidders / Engineering Service Providers must meet the following criteria, to be eligible to participate in public procurement

Bidders / Engineering Service Providers must provide a signed declaration on their company letterhead in the following format. If the tender is being presented by a joint venture or consortium all members must sign the declaration

Dear Sirs

Re Tender Reference

In accordance with the eligibility requirements of the Procurement Regulations and the tender documents 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 further declare that 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 it is not the subject of legal proceedings for any of the foregoing;
- (c) We declare that the we have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and its 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) That we do not have a conflict of interest in relation to the procurement requirement.

Signed

Date

SECTION 4.

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 10 of the Instructions to Bidders / Engineering Service Providers.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses
- FIN-6 Schedule of Quantities for the Construction Period as per SABS format (priced Schedule of Quantities to be appended by the engineering service provider)

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 6.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
Total Costs of Financial Proposal	

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² _____	Description:³ _____			
Cost component	Costs			
Remuneration ⁵				
Reimbursable Expenses ⁵				
Construction Costs				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Engineering Service Provider shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the currency. Use the same columns and currencies of Form FIN-2.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
- 6. Construction cost as per SABS Schedule of Quantities**
- 7. FORM FIN-4 BREAKDOWN OF REMUNERATION¹**

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name²	Position³	Staff-month Rate⁴	Input⁵ (Staff-months)	<i>[Indicate Foreign Currency # 1]⁶</i>	<i>[Indicate Foreign Currency # 2]⁶</i>	<i>[Indicate Foreign Currency # 3]⁶</i>	<i>[Indicate Local Currency]⁶</i>
Foreign Staff							
		<i>[Home]</i>					
		<i>[Field]</i>					
Local Staff							
		<i>[Home]</i>					
		<i>[Field]</i>					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] ----- [Field]

Local Staff		
		[Home] ----- [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

.Form FIN-5 Breakdown of Reimbursable Expenses

N°	Description¹	Unit	Unit Cost²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items as appropriate.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

.Form FIN-6 Schedule of Quantities for the Construction Phase

SECTION 5.

TERMS OF REFERENCE

1.0 GENERAL BACKGROUND

There is an existing reticulated rural water supply scheme based on an existing borehole that became operational since the 1980s'. From the borehole, groundwater is pumped into a standard Rural Water Supply Branch 90m³ reservoir from where water is distributed to communal stand pipes located at strategic places in accordance with the standards set out for rural water supply schemes.

This Rural Water Supply Scheme was functional since the 1980's until the year 2014 when the presence of Fluorides was perceived to be too high and objectionable. The Fluorides were reported to be causing health problems and because of that problem the use of that borehole water was discontinued. The only available alternative water source to replace the Borehole was found to be the Komati River water source.

2.0 DESCRIPTION OF THE PROJECT

2.1 COMPONENTS TO BE CONSIDERED AND NOT LIMITED TO THE BELOW

Component 1, Gabion Cage

Component 2, Collection Sump:

Component 3, Submersible Pump-in-sump:

Component 4, Transmission pipeline from Sump to Control House:

Component 5, Drop Cable from Sump to Control House:

Component 6, Valves and Valve Chambers:

Component 7, Control House

- The structure of the Control House already exists.
- Install the Motor Control Centre (MCC) and associated electrical reticulations.
- Pump operation to be fully automated.
- Install all the submersible pumps.
- Install all the standard plumbing as per the rural water Design Manual Standards.
- Link the pipeline from the Control House to the pipeline going to the Detention Tank
- Install Solar Flood Light

3.0 AIMS AND OBJECTIVES OF THE PROJECT

3.1 OBJECTIVES OF THE PROJECT

Scope of Consultant/Contractor's services

- Design
- Construct
- Manage site during construction

Outputs from the assignment

- Complete infiltration gallery
- Installation of pipeline from sump to Control House and connected to existing rising main
- Installation of all mechanical, electrical and instrumentation works (M&EI)
- The pump must lift 7.8 litres per second ($Q=7.8$ l/s) through a Total Dynamic Head (TDH) of 112 metres.
- Pump-in-sump orientation must be in horizontal position resting on 100mm high concrete plinth and pump holding brackets to 300mm.
- Pump operation to be fully automated.

4.0 Project Management

The Engineering Team that is comprised of the EWSC and DWA will be monitoring the prospective bidder on the following:

- Preparation of the designs and production of all Civil, Structural Engineering drawings and the M&EI.
- Arrange for land survey and geotechnical survey where required.
- Construction, Site supervision and project management
- Quality control
- Ensuring that EIA and OHS specifications are adhered to.
- Reconciliation of quantities and certification of completed works
- Compile monthly progress reports
- Facilitate issues pertaining to the empowerment of local people
- Revise drawings and designs as and when it is required
- Compile as built drawings
- Provision of Operation and Maintenance Manual
- Compile a project close out report

All of the above to be submitted to EWSC's representative

5.0 ENVIRONMENTAL CLEARANCE

An Environmental Impact Assessment (EIA) or an Initial Environmental Evaluation (IEE) is done and we have to comply with the all the recommendations from the report.

Ref. No.	Task/ Sub-Task	Description	Deliverable	Duration
-------------	-------------------	-------------	-------------	----------

6.0 COST ESTIMATE OF CONSTRUCTION

The cost estimate for the works will be compiled based on the scope of work as outlined above and to be in a SANS 1200 Standardized format.

7.0 PROGRAMME

The programme of works is to be prepared in the format as follows a copy of which should be submitted together with the technical proposal:

1. Detail Design and Construction Drawings
2. Construction
3. Contract Completion and Handover.
4. Retention period

Detail Design and construction Monitoring Phase 2				
	1.	Detail Design	Management Plan, Site Management System Forms, Geological Report, Topographic Surveys Health and Safety Specifications, Environmental Design Report, Detail Construction drawings). Baseline Programme of works.	
1	1.1	Engineering		
2	1.2	Health & Safety		
3	1.3	Environment		
4	1.4	Project Management		
Construction			Update Programme of works, Construction Progress reports, Interim Payment Certificates, Health and Safety Audit Reports, Audit Reports. Minutes of Monthly Progress Meetings. Quality Control Reports. The Pipeline	
	2.	Construction		
5	2.1	Engineering		
6	2.2	Health & Safety		
7	2.3	Environment		
8	2.4	Project Management		
Commissioning Phase 3				
	3.	Commissioning	Operation Licenses (if Applicable), As-Built Drawings, Practical Completion Certificate, Contract Documents, Hand Over Report	
10	3.1	Engineering		
11	3.2	Health & Safety		
12	3.3	Environment		
13	3.4	Project Management		
Assessment and Close-out Phase 4				
14	4.	Assessment & Close-out	Completion Report and Final Accounts, construction Completion Certificate, Final Payment Certificate	
	4.1	Project Management		

8.0 DISCUSSION AND RECOMMENDATIONS

The construction implementation can reasonably be completed in 4 months.

Designs

a) Final designs and Construction drawings

A Final design Report, project specifications and the Construction drawings shall be submitted within ten working days (10) days from commencement of the work. Prior to construction the service provider is to submit a method statement, quality assurance / control program and a programme of works amongst other documentation that will be specified by the Clients Engineer with a period specified by the Clients Engineer.

The Engineering Service Provider will make a presentation of the final design report and construction drawings to the Eswatini Water Services Corporation as well as to any other key stakeholders. Three (3) original hard copies and 1 soft copy shall be made available to the Client.

b) Progress Reports

The Engineering Service Provider shall produce progress reports for the Client in a format specified by the client every month for the duration of the project from commencement of services and shall be available to brief the Client on the progress as and when required, but on a minimal of at least once per month. One hard original copy of the progress report shall be delivered to the Client together with a soft copy.

The Client reserves the right to have the reports re-drafted to bring them to the required standards.

SECTION 6.
GENERAL CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS

General Conditions shall be those of the
“Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and
For Building and Engineering Works Designed by the Contractor,
” first edition 1999, with further amendments,

prepared by the

Fédération Internationale des Ingénieurs- Conseils (FIDIC).

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

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

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

SECTION 7.
SPECIFIC CONDITIONS OF CONTRACT

CLAUSE 3 THE ENGINEER

Sub Clause 3.1

in first paragraph replace the first sentence in the first paragraph with

“The Engineer shall be any persons as authorized by the Managing Director of the Eswatini Water Services Corporation or any persons so appointed to carry out the Engineers duties to the Contract.”

Add the following

“The Engineer shall require specific written approval of the Eswatini Water Services Corporation when there is a need to issue an instruction or decision that will”

“Vary the works by more than 7.5% of the original contract amount”

“Need to extend the time of completion by 15% of the original time for completion”

“issue an instruction to stop the works except if it is so as to

- Health and Safety reasons
- Protection of the works”

Sub Clause 3.4

in first sentence replace “42”with “15”

CLAUSE 4 THE CONTRACTOR

Sub Clause 4.2

in first sentence replace “28”with “15”

Sub Clause 4.4

In the first paragraph add the

“contractor may only sub contract works to the value of 20% of the adjusted bid price”

CLAUSE 8 THE CONTRACTOR

Sub Clause 8.3

in first sentence replace “28”with “10”

CLAUSE 14 CONTRACT PRICE AND PAYMENT

Sub Clause 14.2

There shall be no adjustments for changes in cost

SECTION 8.

FORM OF BID, APPENDIX TO BID AND BID SECURITY

CONTRACT FOR BIDDERS / ENGINEERING SERVICE PROVIDERS' SERVICES

Between

Eswatini Water Services Corporation

and

[Name of the Engineering Service Provider]

Dated:

CONTRACT AGREEMENT

This Agreement made the _____ day of _____ 20_____

Between _____
of _____

_____ (hereinafter called “the Employer”) of the one part,
and _____
of _____

_____ (hereinafter called “the Contractor”) of the other part

Whereas the Employer desires that the Works known as _____

_____ 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 Employer and the Engineering Service Provider / Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement:
 - a) The Letter of Acceptance dated _____
 - b) The Letter of Tender dated _____
 - c) The Addenda nos. _____
 - d) The Conditions of Contract _____
 - e) The Specification
 - f) The Drawings, and
 - g) The Completed Schedules.
 - h) The Technical Proposal
 - i) The Financial Proposal

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the
5. Contract Price at the times and in the manner prescribed by the Contract.

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

SIGNED by: _____ SIGNED
 by: _____
Employer Engineering Service Provider

Capacity _____ Capacity : _____
Employer Engineering Service Provider

for and on behalf of the Employer in the presence for and on behalf of the Contract in the presence of

for The Client / Employer

Witness:..... Name:

for The Engineering Service Provider

Witness:..... Name:

APPENDIX TO TENDER

Item	Sub Clause	Data
Employer's Name and Address	1.1.2.2 and 1.3	Eswatini Water Services Corporation Headquarters, Emtfonjeni Building, MR3 Between Gables Shopping Complex and Usushwana Bridge Ezulwini July 2010
Contractors Name and Address	1.1.2.3 and 1.3	
Engineers Name and Address	1.1.2.4 and 1.3	Any persons appointed by the Managing Director of the Eswatini Water Services Corporation
Time for Completion of the Works	1.1.3.3 months
Defects Notification Period	1.1.3.7	365 days
Electronic Transmission System	1.3	headoffice@swsc.co.sz
Governing Law	1.4	Government of the Kingdom Eswatini
Ruling Language	1.4	English
Language for communications	1.4	English
Time for Access to Site	2.1	10 days issue of letter of award
Amount of Performance Security	4.2	10% of the accepted Contract Amount, in currencies and proportions in which the Contract Price is acceptable
Period for Notifying enforceable errors, and defaults in the Employers requirements	5.1	15 days
Delay damages for the works	8.7 and 14.15 (b)	0.05% of the final Contract price per day, in which the contract price is payable.
Maximum amount for delay Damages for the Works.	8.7	10% of the final Contract Price
Percentage for Adjustments of Provisional Sum	13.5 (b)	
Total Advance Payment	14.2	10% of the Accepted Contract Amount
Currencies and Proportions	14.2	100% in Lilangeni
Start Repayment of the Advance Repayment	14.2 (a)	When payments are 5% of the accepted Contract amount less provisional sums
Percentage of Retention	14.3	10%
Limit of retention Money	14.3	10% of Accepted Contract amount
Currency of repayment	14.15	Lilangeni
Periods for Submission of the Insurances'		
• Evidence of Insurances	18.1	15 days
• Relevant Policies	18.1	30days

SECTION 9.
POST QUALIFICATION

TENDERERS INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE.

FORM	DESCRIPTION	COMPULSORY
A:	CERTIFICATE OF TENDERER'S VISIT TO SITE	YES
B1:	AUTHORITY FOR SIGNATORY	YES
C :	SCHEDULE OF CONSTRUCTIONAL PLANT	YES
D:	SCHEDULE OF WORK CARRIED OUT BY TENDERER	YES
E:	AMENDMENTS OR QUALIFICATIONS BY THE TENDERER	YES
F:	SCHEDULE OF PROPOSED SUBCONTRACTORS	YES
G:	ESTIMATED MONTHLY EXPENDITURE	YES
H:	DETAILS OF PROPOSED STRUCTURED TRAINING PROGRAMME	YES
I:	SCHEDULE OF LABOUR CONTENT	YES
J:	VALID TAX CLEARANCE (attached)	YES
K:	ADDENDA TO TENDER DOCUMENTS	YES
L:	FINANCIAL REFERENCES	YES
M:	DECLARATION OF INTEREST	YES
N:	FORM OF TENDER	YES

A: CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that I,.....

Representative of (Tenderer)

Of (address)

.....

.....

Telephone No. Fax No.in

The company of (CLIENT's Representative) of

.....

Visited and investigated the site on

TENDERER'S REPRESENTATIVE.....

CLIENT'S REPRESENTATIVE.....

B1: AUTHORITY FOR SIGNATORY

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

An example is shown below:

"By resolution of the board of directors taken on

.....

Mr.

.....

Has been duly authorized to sign all documents in connection with the tender for Tender No

...../..... and any contract which may arise there from on behalf of

(BLOCK

CAPITALS)

.....

.....

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS.....

DATE:

SIGNATURE OF SIGNATORY.....

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

D: SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (NAME, TEL NO AND FAX NO)	CONSULTING ENGINEER (NAME, TEL NO AND FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COM- PLETED

SIGNED ON BEHALF OF TENDERER:.....

F: SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer shall list below the subcontractors he wishes to employ for part(s) of the work.

Acceptance of this Tender shall not be construed as approval of any or all of the listed subcontractors. If any or all of the subcontractors are not approved subsequent to acceptance of the Tender, it shall in no way invalidate this Tender, and the tendered unit rates for the various items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

SIGNED ON BEHALF OF TENDERER:

G: ESTIMATED MONTHLY EXPENDITURE

For cashflow projections the Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included.*

MONTH	VALUE
1	E
2	E
3	E
4	E
5	E
6	E
7	E
8	E
9	E
10	E
11	E
12	E
13	E
Final Certificate etc	E..... COMPLETION OF CONTRACT
TOTAL	E

SIGNED ON BEHALF OF TENDERER:

I: SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to complete this Contract.

The minimum labour content is specified as 10% of the Contract

ESTIMATED LABOUR CONTENT						
DESCRIPTION	PERMANENT STAFF		TEMPORARY STAFF		TOTAL VALUE (Rands)	% OF CONTRACT VALUE
	Number	Man-Hours	Number	Man-Hours		
Labourers						
Other (Specify)						
Total unskilled						
Semi-skilled						
Skilled						
Section leaders						
Operators						
Other (Specify)						
Total semi-skilled/skilled						
GRAND TOTALS						

The above information will be used to evaluate the tenders and will be monitored by the Engineer during the construction phase. This undertaking by the Contractor will be deemed to be forming part of the minimum Procurement Targets and penalties for non-conforming will be calculated according to those specified in the Appendix to Tender.

SIGNED ON BEHALF OF TENDERER:

J: VALID TAX CLEARANCE (attached)

K: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

L: FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

An audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		

SIGNED AT..... ON THIS..... DAY OF 200.....

SIGNED ON BEHALF OF TENDERER :

NAME OF SIGNATORY :

NAME OF COMPANY :

AS WITNESSES : 1

2

M: DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. Any legal person, Corporation or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons who act on behalf of the Corporation, or to persons connected with or related to them, it is required that the Tenderer or his authorized representative shall declare his position *vis-à-vis* the evaluating authority and/or take an oath declaring his interest, where –
 - The tenderer is employed by the Corporation or acts on behalf of the Corporation; and/or
 - the legal persons on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

2. Are you or any person connected with the tenderer, employed by the State?

*YES/NO

If so, state particulars (describe your connection).

.....
.....

3. Do you, or any persons connected with the tenderer, have any relationship (family, friend other) with a person employed in the Department concerned or with the Eswatini Water Services Corporation Board or its Administration and who may be involved with the administration, evaluation or adjudication of this tender?

*YES/NO

If so, state particulars

.....
.....

4. Are you, or any persons with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the Department concerned, Eswatini Water Services Corporation or its Administration, who may be involved with the evaluation or adjudication of this tender?

*YES/NO

If so, state particulars

.....
.....

.....
Signature of Declarant **Tender Number** **Date**

.....
.....
Position of Declarant **Name of Company of Tenderer**

**Delete which ever is not applicable*

N: FORM OF TENDER

1. I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of Eswatini on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that -
 - (a) The offer herein shall remain binding upon me/us and open for acceptance by the State Tender Board during the validity period indicated and calculated from the closing hour and date of the tender;

 - (b) This tender and its acceptance shall be subject to the terms and conditions contained in the General Conditions and Procedures in regard to Tender, Contract and Order and Preference Certificate with which I am/we are fully acquainted;

 - (c) If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the State may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the State and I/we will then pay to the State any additional expense incurred by the State having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the State shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the State may sustain by reason of my/our default;

 - (d) If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post or by telegram and that Swazi Post and Telecom Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to Swazi Post and Telecom Office Ltd shall be treated as delivery to me/us;

 - (e) The law of the Kingdom of Eswatini shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

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

.....

- 3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 4. I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.
- 5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- 6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of Tenderer(s) involved.

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

* Delete whichever is not applicable.

- 7. Are you duly authorized to sign the tender? * YES/NO
- 8. Has the Declaration of Interest (Form P) been duly completed and included with the other tender forms? * YES/NO

SIGNATURE (S) OF TENDERER OR ASSIGNEE (S) :
.....

DATE :
.....

Capacity and particulars of the authority :
under which this tender is signed :

Name of tenderer } :
Postal address } (In block letters) :
:

Telephone No.(s) (Toll free if applicable) :
Facsimile No. :
Tender No. :
Name of contact person (In block letters) :

I/we offer to construct, complete and maintain the Works, and remedy defects in the whole of the said Works in conformity with the Contract Documents for the sum of

.....
(Amount in Words)

.....

..... (E *)
or such other sum as may be determined in accordance with the Contract.

SECTION 10

STANDARD SPECIFICATIONS

The standard specifications for this project shall be the applicable sections of South African National Standards, SANS 1200 “Standard Specification for Civil Engineering Construction” and relevant British Standards (BS).

MATTERS RELATING TO THE STANDARD SPECIFICATION