

**SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND**



**THE PROPOSED ELECTRICAL INSTALLATION IN THE COMPLETION OF OFFICES AT LOT 521 MBHILIBHI STREET, MBABANE - HHOHHO REGION**

**TENDER NUMBER: SMVAF 19: 2023 – 2024 Lot 2**

**PREPARED BY:**

**Ministry of Economic Planning and Development Microprojects Programme  
 P. O. Box 2122 MBABANE H100 Swaziland  
 Tel: 2 404-0199  
 Fax: 2 404-0516**



**ELECTRICAL INSTALLATION**

**TENDER DOCUMENT**

**Volume 1 - Tender Dossier; Volume 2 - Preamble and Bill of Quantities; Volume 3; Principal Building Agreement - Contract Data; Volume 4 - Environmental Specifications; Volume 5 - Tender Drawings**

**NAME OF TENDERER:** .....

**1. Tender Closing Date: 22<sup>nd</sup> March 2024 at 11:00 am**

**TENDER FOR THE PROPOSED ELECTRICAL INSTALLATION IN THE COMPLETION OF OFFICES AT LOT 521 MBHILIBHI STREET MBABANE -HHOHHO REGION PROJECT NO. SMVAF 19: 2023 - 2024**

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## Section 1 Letter of Invitation to Tender

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Sincephetelo MVA Fund  
PO Box 4239  
MBABANE  
H100  
Eswatini  
Tel: 2408-6800

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Tender Number: SMVAF 19: 2023 – 2024 Lot 2

**19<sup>th</sup> February 2024**

Dear Tenderer

**INVITATION TO TENDER FOR THE PROPOSED ELECTRICAL  
INSTALLATION COMPLETION OF OFFICES AT LOT 521 MBHILIBHI  
STREET, MBABANE - HHOHHO REGION**

Tenderers are invited from locally registered Electrical Contractors, for the Proposed Completion of Offices at Lot 521 Mhilibhi Street, Mbabane - Hhohho Region. Only firms that hold a valid registration certificate issued by the Construction Industry Council (CIC), **category E2 only**, and of which at least 60% of the controlling shares are owned by Swazi citizens will be considered.

The qualification process will include the evaluation of personnel capabilities, equipment capabilities, financial standing previous experience and current work load.

- ✓ Certified copy of a valid registration certificate issued by CIC for Building Works Contractors.
- ✓ Original Receipt as proof of purchase,
- ✓ An original signed declaration of attendance of the site visit issued and signed by the employer during site inspection or (a pretender meeting)
- ✓ The tenderer's **ORIGINAL** valid Tax Compliance Certificate
- ✓ Certified copy of a valid Trading Licence,
- ✓ Tender Security as specified in Sub. Clause 15.2 of the TD, in a form of Bank Guarantee letter issued to SMVAF.
- ✓ Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- ✓ Police Clearance for all Company Directors
- ✓ Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies, and

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- ✓ Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies,
- ✓ The shareholders as listed in Form C should provide certified copies of identity documents. In the event the company submitting the Tender is owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.
- ✓ Tenderers tendering as joint ventures must submit a properly drawn up and notarised joint venture agreement. The Agreement must state the responsibilities of the partners and identify the person authorised to sign documents on behalf of the joint venture,
- ✓ Audited Financial Statements for the past two years.

**Provided that a Bid is technically responsive, the Employer may request that the Bidder submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements.**

Tender Documents will be available from **11:00am, Friday 21<sup>st</sup> February 2024** are obtainable from ESPPRA's website and the Fund's website at [www.mva.org.sz](http://www.mva.org.sz)

The tender document in English may be purchased by interested eligible Bidders upon payment of a non-refundable fee of **E300.00 (Three Emalangeneni only)**. The method of payment will be cash, payable at:

Bank: **FNB Eswatini**  
 Account number: **57711198806**  
 Branch Code: **280164**  
 Swift Code: **FIRNSZMX**  
 Reference: **NUMBER: SMVAF 19:2023-2024**

There will be a compulsory Site Inspection on **Friday, 01<sup>st</sup> March 2024**. Tenderers are advised to assemble at Lot 521 Mbhilibhi Street, Mbabane at **10:00am**, then proceed to the project site. **Note that Tenderers who will not attend site inspections will not be**

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**evaluated.**  
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- ❖ Date and place of tender submission: **Friday, 22<sup>nd</sup> March 2024** at the SMVAF Office park.
- ❖ **Time for submission:** **11:00am PROMPT Eswatini time**
- ❖ **Time for Opening:** **11:10am Eswatini time**

Completed tenders should be delivered in a sealed envelope to Sincephetelo MVA Fund, Office Park and the envelope should only show the Project Name, Project Number and addressed to:

**The Chief Executive Officer**  
**Sincephetelo MVA Fund**  
**SMVAF Office Park**  
**P.O. Box 4239**  
**MBABANE**

Enquiries and/or clarification for building projects should be addressed to **Nokwanda V. Simelane** at **Tell: 2404 0199**, email [nokwandavanessa@gmail.com](mailto:nokwandavanessa@gmail.com). For electrical projects should be addressed to **Ncamiso Zwane**, email [nczwanemicro@gmail.com](mailto:nczwanemicro@gmail.com), any other quiries should be addressed to [sindi@mva.org.sz](mailto:sindi@mva.org.sz)

SMVAF does not bind itself to accept the lowest or any tender.

Yours Sincerely

**David Mfanimpela Myeni**  
The Chief Executive Officer

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## Section 2 Tender Data

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## Acronyms and Definitions

CESMM3	Civil Engineering Standard Method of Measurement 3rd edition, 1991
Contractor	Any natural or legal person carrying out the works
Emalangeni	Currency of the state of the Employer; ISO code is SZL
Employer	The Chief Executive Officer, Sincephetelo MVA Fund
Employer - local office	SMVAF Office Park, Mbabane, Eswatini
Principal Agent	The Director, Microprojects Programme Coordination Unit (MPCU), Corner Lalufadlana & Mdada Streets, 1 <sup>st</sup> floor Dlanubeka Building, Microprojects Offices, Mbabane, Eswatini
Funding Agency	Sincephetelo MVA Fund
Foreign currency	Any currency which is not the South African Rand or the Eswatini Lilangeni
JBCC	Joint Building Contracts Committee
GoE	Government of Eswatini
IT	Instructions to Tenderers
PC	The Particular Conditions
State of the Employer	Eswatini
TD	The Tender Dossier of which this Information for Tenderers form's part
Tenderer	Contractor who submits a tender
TS	The Technical Specifications which form Volume 3 of the TD

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## 1. Contract identification

- a) Type of Contract: Completion Works
- b) Subject: Completion of Offices at Lot 521, Mbhilibhi Street, Mbabane
- c) Project Identification: Completion of Offices at Lot 521, Mbhilibhi Street, Mbabane – Tender Reference No: SMVAF 19: 2023 - 2024
- d) Source of financing: Sincephetelo MVA Fund

## 2. Eligibility and origin

- a) Eligibility and origin: Eligibility is all local contractors registered with the Construction Industry Council (CIC), holds a valid certificate issued by the Council according under General Electrical works E2 only or above with previous experience and capacity in executing similar works

## 3. Scope of works

Alterations and Additions at Mshinande Resuscitation Centre. Closing of openings, make good to receive new doors and windows. Construction of new partitions walls, plaster, painting, ceiling installations, vinyl sheeting to floors, construction of two additional ablution cubicles with showers including sanitary fittings.

## 4. Location and deadline

- a) Project location: Mbabane, Hhohho Region.
- b) Place of delivery, installation or performance: as in 2 (a) above
- c) Time limit for execution: 180 days including mobilisation
- d) Tender validity period: 90 days

## 5. Project authorities

- a) Employer: The Chief Executive Officer Sincephetelo MVA Fund, Mbabane, Eswatini
- b) Principal Agent: Microprojects Programme Coordinating Unit, First Floor Dlan'ubeka Building, P.O. Box 2122, Mbabane  
Tel: (+268) 2404 0199; Fax: (+268) 2404 0516  
E-mail: [stm@realnet.co.sz](mailto:stm@realnet.co.sz)

## 5. Tender documents

- a) Type of Tender: Open
- b) Terms on which Tender documents may be obtained: Locally Registered Contractors by payment of **E300.00** (Three Hundred Emalangeneni Only) non-refundable amount at the First National Bank and should use code **SMVAF19: 2023 - 2024** Lot 2 when making payment.

## 6. Language, receipt and opening of the Tenders

### a) Language: English

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- b) Date and time for receipt of Tenders: **Friday, 22<sup>nd</sup> March 2024, at 11:00am** local (Eswatini) time
- c) Address for the receipt: Sincephetelo MVA Fund, SMVAF Office Park, P.O. Box 4239, Mbabane Eswatini.
- d) Date and time for opening of Tenders: **Friday, 22<sup>nd</sup> March 2024, at 11:10am** local (Eswatini) time.
- e) Address for the opening: as item 6(c) above.

## 7. Deposits and guarantees

- a) Tender guarantee: E2,500.00
- b) Performance Security: 10% of the Contract Sum
- c) Advance Payment: Applicable
- d) Other: see Tender documents

## 8. Disputes Resolution

- a) By Amicable settlement
- b) Adjudication (Adhoc), if (a) fails

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### Section 3: Instructions to Tender

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## Instructions to Tenderers

### A General

#### 1 Definitions

In these Instructions to Tenderers, words and expressions shall have the meanings assigned to them in the various parts of the Tender Documents and, in addition, the following words and expressions shall have the meanings assigned to them hereunder:

- (a) “Addendum” and “Addendum to Tender” mean any document so entitled and pertaining to the Tender as may be issued by the Employer to prospective tenderers at any time prior to the closing of tenders.
- (b) “Alternative Tender” means a Tender submitted in addition to a Conforming Tender, in which a Tenderer offers an alternative to that of a Conforming Tender in respect of any part of the technical requirements of the Tender Documents, or the time for the completion of the Works, or in respect of any other requirements of the Tender Documents.
- (c) “Authorised” means by or with the prior written instruction, consent or approval of the Employer or the Employer’s Agent and “unauthorized” means the converse.
- (d) “Closing of Tenders” means the time and date before which Tenders must be received by the Employer and after which no further Tenders will be accepted by the Employer.
- (e) “Conforming Tender” means a Tender that is strictly in accordance with the Tender Document in all respects, without variation, addition, omission, or qualification whatsoever.
- (f) “Tenderer” means any person, firm or juristic party that submits a Tender to the Employer in response to the invitation issued or published by the Employer inviting the submission of tenders. In this document, the term ‘Tenderer’ is substitutable with the term ‘Bidder’.

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- (g) “Tender Period” means the period between the issue by the Employer, of an invitation to submit tenders for the project or the issue of the Tender Documents, whichever is the earlier, and the Closing of Tenders.
- (h) “Qualification” means any unauthorized addition, alteration, deletion, or other amendment made by the Tenderer to the contents of the Tender Documents, which will or does result in any change or variation in the rights, obligations or liabilities of the parties in the tender process and/or in the subsequent contract, should the Tender be accepted.

## 1.1 Interpretation

- 1.1.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- 1.1.2 These conditions of tender, the tender data and tender schedules are required for tender evaluation purposes, and shall form part of any contract arising from the invitation to tender.

## 2 Scope

- 2.1 The Sincephetelo MVA Fund has appointed the Ministry of Economic Planning and Development, Microprojects Programme (MPP) as the implementing agency for the Proposed Completion of Offices at Lot 521, Mbhibhi Street, Mbabane.
- 2.2 The Employer, as defined in the Tender Data, wishes to receive Tenders for the construction of Works, as described in Volume 2, hereinafter referred to as “the Works”.
- 2.3 The successful Tenderer will be expected to complete the Works within the period stated in the Tender Data from the Date of Commencement of the Works.
- 2.4 Throughout these tender documents, the terms “bid” and “tender” and their derivatives (“bidder/ tenderer”, “bid/tendered”, “bidding/tendering”, etc.) are

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synonymous; day means calendar day; singular also means plural.

### 3 Eligibility

3.1 Eligibility is to local Electrical Works Contractors registered with the Construction Industry Council (CIC), who holds a valid certificate issued by the Council according **E2 only Category**.

3.2 Tenders will only be accepted from a company which is registered in Eswatini and of which at least 60% of the controlling shares are owned by Swazi citizens.

3.3 Tenders shall not be awarded to a foreign firm unless in partnership or jointly with a Swazi company or firm wherein the Swazi company holds 60% minimum shares.

3.4 A Tenderer shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or have been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the Works, and any of its affiliates shall not be eligible to bid.

3.5 A Tenderer that is under a declaration of ineligibility in accordance with Section 55 of the Public Procurement Act of 2011, at the date of contract award, shall be disqualified.

3.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

### 4 Cost of Tendering

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

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## 5 Site Visit

- 5.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 5.2 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

## 6 Lot

- 6.1 The works consist of one lot. The nature and size of the lot is described in the Bill of Quantities and Technical Specifications.

## 7 Contract Period

- 7.1 The Time for Completion is indicated in the Contract Data.

## B Tender documents

### 8 Contents of Tender Document

- 8.1 The documents comprising the Tender Dossier are contained in 5 Volumes as stated below, and should be read in conjunction with any addendum/addenda issued in accordance with Art. 9 of this Instruction to Tenderers:

#### VOLUME I TENDER DOSSIER

Section	Description
<b>1</b>	<b>Letter of invitation</b>
<b>2</b>	<b>Tender Data</b>
<b>3</b>	<b>Instructions to Tenders</b>

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<b>4</b>	<b>General Conditions of Contract (not issued)</b>
<b>5</b>	<b>General Forms</b>
<b>6</b>	<b>Schedule of Supplementary information</b>
<b>7</b>	<b>Programme of Works and Method Statement</b>

VOLUME 2	PREAMBLES AND BILL OF QUANTITIES
VOLUME 3	JBCC PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA
VOLUME 4	ENVIRONMENTAL SPECIFICATIONS
VOLUME 5	TENDER DRAWINGS

## **9 Additional Information during the Procedure**

9.1 The Employer will normally respond only to those queries or requests for clarifications, which have been received FIVE (5) or more working days prior to the final date set for submission of Tenders. Any query, request for clarification and other correspondence shall be sent simultaneously by e-mail, to the Employer at the addresses and contact numbers indicated in points 4(a) and (b) of the Tender Data. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.

9.2 Each addendum will, when issued, carry a tender number for reference purposes and contain a receipt slip which should be signed by Prospective Tenderers and returned to the Employer. Acknowledgement by e-mail is equally acceptable.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Art. Sub-Clause 22.2 below.

9.4 Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

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## C Preparation of Tenders

### 10 Language

10.1 The Tender, the Contract documents and all correspondence and documents relating to them, shall be in the English language.

### 11 Contents of the Tender

11.1 The Tender documents to be prepared and submitted by the Tenderer shall comprise:

- Original General Receipt as proof of purchase,
- Certified copy of a valid registration certificate issued by CIC for Electrical Works, E2 only Category,
- The tenderer's **ORIGINAL** valid Tax Compliance Certificate (for Government Tender),
- Certified copy of a valid Trading Licence,
- Letter of Authority for signatory to sign,
- E2,500.00 (Two Thousand Five Hundred Emalangeni) Tender Security in a form of a Bank Guarantee issued to Sincephetelo MVA Fund. The format of the Tender Security is provided in Section 15.2 of the TD,
- Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour,
- The completed and signed Form of Tender in Volume 3 (Contract Data),
- Police Clearance for all Company Directors
- An **ORIGINAL** signed Declaration of Attendance of the site visit, issued and signed by the Employer during site inspection (or pre-tender meeting),
- Submission of a certified copy of a Company Current Form J, stamped by the Registrar of Companies, and
- Submission of a certified copy of a Company Current Form C, stamped by the Registrar of Companies. Companies owned by other companies must provide the Form Cs for all the companies as listed, also stamped by the Registrar of Companies,
- The shareholders as listed in Form C should provide certified copies of

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owned, part or in full, by another company, Form C(s) and copies of national IDs of members the shareholding companies must also be submitted.

- Tenderers tendering as joint ventures must submit a properly drawn up and notarised joint venture agreement. The Agreement must state the responsibilities of the partners and identify the person authorised to sign documents on behalf of the joint venture,

## 12 Tender Prices

12.1 The Contract shall be for the whole Works, as described in Volume 2 of the TD, based on the priced Bill of Quantities submitted by the Bidder.

12.2 Tenderers must include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 7 days before the closing time stated in the tender data.

12.3 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

12.4 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

12.5 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

12.6 The Tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

## 13 Currency of Tenders

13.1 Tender prices shall be expressed in the currency of Eswatini (Lilangeni) and shall

**take into account the provisions of this Tender Document.**

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13.2 Any Tender which is not expressed in the currency of Eswatini shall be rejected.

13.3 Evaluation will be made in Emalangeni.

13.4 The Eswatini Lilangeni and the South African Rand are both valid currencies in the state of the Employer; the Rand is not regarded as a foreign currency.

#### **14 Period during which tenders are binding (Tender Validity)**

14.1 Tenderers shall remain bound by their Tenders for a period of not less than 90 days from the date set for the opening of the Tenders. Any Tender valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing.

14.3 If a tender security is requested in accordance with IT 15, the Tenderer granting the request shall also extend the tender security for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request shall not be required or permitted to modify its tender, except as provided in IT 14.4.

14.4 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction.

#### **15 Tender Security**

15.1 Tenderers shall provide a guarantee for the amount stipulated in Sub-Clause 11 of the IT as an earnest of their Tenders.

15.2 The Tender Security shall:

- a) at the Tenderer's option, be in the form of either a bank certified letter, letter of credit, or a bank guarantee from a banking institution.
- b) be issued by a reputable institution selected by the Tenderer and approved by the Employer.

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- c) be in accordance with one of the forms of Tender security included in Section 4 or other format approved by the Employer prior to Tender submission;
- d) be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub-Clause 15.7 and 35.4 of the IT are invoked.
- e) be submitted in its original form; copies will not be accepted.
- f) remain valid for a period of 45 days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under Sub-Clause 22 of the IT.
- g) The Beneficiary shall be the Employer, Microprojects Programme Coordination Unit

15.3 The Tender security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

15.4 Any Tender not accompanied by an acceptable Tender security shall be rejected by the Employer as non-responsive.

15.5 The Tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 60 days after the expiration of the original period, or any subsequently extended period, of Tender validity.

15.6 The Tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security.

15.7 The Tender Security may be forfeited:

- a) If the Tenderer withdraws its Tender, except as provided in Sub-Clause 24.1 of the IT; or
- b) If the Tenderer has engaged in any fraudulent activity as described in Clause 35; or
- c) If the Tenderer does not accept the correction of its Tender Price, pursuant to Sub-Clause 29.4 of the IT; or
- d) In the case of a successful Tenderer, if he fails within the specified time limit to:
  - i. sign the Agreement, or
  - ii. furnish the required Performance Security.

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## 16 Variants

16.1 The Tenderer shall submit a Tender, which conforms to all the terms, conditions, specifications and other requirements of the Tender document.

16.2 Tenderers may, as an additional separate offer, submit one or more variant solutions. For such variant solutions, all necessary load cases shall be taken into consideration. Variant solutions shall be clearly marked as such, and should offer one or more of the following advantages:

- reduce the cost of the Works.
- reduce the time required to perform the Contract.
- contain any other admissible suggestions that could be of interest to the Employer.

16.3 However, variant solutions may never reduce the safety of the Works.

16.4 It should be noted that only variants of the lowest compliant Tender will be opened, in order to be administratively, technically and financially, evaluated. An acceptable variant solution will be considered as being equivalent administratively, as far as any financial Tender comparison is concerned.

16.5 When a Tenderer submits a "variant solution" Tender, which comprises variations to the design, the Tenderer shall provide a written undertaking that he is responsible for the design of the variant solution as well as an undertaking for the satisfactory construction and execution of the Works by way of the variant solution. The Tenderer shall also provide proof that the variant design has been checked and approved by a competent and qualified consultancy firm, subject to the approval of the Employer.

16.6 The variant solution must include a comprehensive and precise description of the parts of the tender documents which have been altered. The alternative tender should include full details of contractual conditions, specifications, drawings, calculations, environmental impacts and costs for the parts of the Works that have been altered in order to allow a fair technical and financial evaluation of the alternative proposal.

16.7 A variant solution shall be checked and assessed by the Employer before being approved. The Employer has the right to consider or to reject the variant

solution(s). Variant solutions depending on unsubstantiated hypotheses will be





rejected.

16.8 The Tenderer shall bear the cost of checks made by the Employer.

## 17 Proposed work programme and method statement

17.1 The Programme of Works for the performance of the Contract based on the following assumptions, (which are given solely for the purpose of comparative evaluation and do not relieve the Contractor in any way from responsibility for providing flexibility within his programme and methodology to cope with deviations from these assumptions):

- i. Contract award: allow two (2) months after the final date for submission of Tenders,
- ii. Light rains: May - September,
- iii. Heavy rains: October - April.

17.2 This work programme shall also include the proposed methodology for carrying out the Works, and a bar-chart, subdivided into the principal construction activities, showing their duration and inter-relation, as well as rates of productivity and estimated quantities to be completed based on the proposed programme, plant and equipment.

17.3 Failure to submit a Programme of Works and a method statement shall result in disqualification of the tender by the Employer.

17.4 It will form the basis but be updated to form the Programme referred in the General Conditions of Contract.

## 18 Pre-Tender Visit

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

18.2 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and

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against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection

- 18.3 If so specified in this tender document, the Tenderer's designated representative is invited to attend a pre-Bid meeting and/or a Site of works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.4 The Tenderer is requested, to submit any questions in writing, to reach the Employer not later than 48 hours before the meeting.
- 18.5 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document. Any modification to the tender document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to IT 9 and not through the minutes of the pre-Bid meeting.
- 18.6 Nonattendance at the pre-Bid meeting will result to disqualification of a Bidder, unless otherwise specified in the tender document.

## 19 Signing of Tenders

19.1 All statements, forms, declarations, and other documents to be prepared by the Tenderer shall be signed by a duly authorised and empowered person as required in the TD. The signature on the Tender, or any one of the documents included in the Tender, by persons for whom proof of authorisation to sign on behalf of the Tenderer or (where applicable) each party forming the Tenderer, has not been provided, shall result in the rejection of the Tender.

19.2 With regard to the authorisation required under Article 18.1 above, the Tenderer shall provide a document proving that the person who signs the Tender is his duly authorised agent and empowered to do so. For Tenderers tendering as a joint venture or grouping, separate documents for each party of the joint venture should be provided as well as for the agent representing the joint venture.

19.3 The Tender and its annexes shall be drawn up in a single original envelop bearing

the word "ORIGINAL" signed in the same way as the original

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19.4 In the case of Tenderers tendering as a joint venture or grouping, the documents to be prepared by each party of the joint venture shall be signed by a duly authorised person representing the corresponding party of the joint venture. Documents concerning the Tender shall be signed by a duly authorised representative of the joint venture.

## 20 Format of Tender

20.1 The Tenderers shall prepare one original of the documents comprising the Tender as described in Art. 8 of the IT.

20.2 The Tenderers shall prepare one original of the documents comprising the Tender as described in Art. 8 of the IT clearly marked “original”. In addition, the Tenderer shall submit copies of the Tender, in the number specified in Art 19.3 of the IT and clearly marked “copies”. In the event of any discrepancy between them, the original shall prevail.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Art 19.1 of the IT, as the case may be. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.

20.4 The Tender shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Tender.

20.5 Data presented by Tenderers in the form of computer printouts where appropriate, are acceptable, but must be approved by the Employer before tender opening.

## D Submission of Tenders

### 21 Sealing of Tenders

21.1 The Tenderer shall seal the original, duly marking the envelopes as “original”. The envelopes shall then be sealed in an outer envelope.

21.2 The inner and outer envelopes shall:

- be addressed to the Employer at the address provided in the Tender data;
- bear the name and identification number of the Contract as defined in

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- Provide a warning not to open before the time and date for Tender opening, as specified in the Information for Tenderers.

21.3 In addition to the identification required in Sub-Clause 21.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to Clause 23, and for matching purposes under Clause 19.

21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. If the outer envelope discloses the Tenderer’s identity, the Employer will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.

21.5 In cases of differences of opinion or dispute, only the original shall be considered authentic.

21.6 The outer package (or packages) referred to above shall be sealed, bear the name and address of the Employer as given in the IT and be clearly marked:

**“[The Proposed Completion of Offices at Lot 521, Mbhilibhi Street Mbabane”,  
[SMVAF 19: 2023 – 2024 Lot 2]”**

and with a warning

**“NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION”**

The inner envelopes shall indicate the name and address of the Tenderer.

In the case where the Tenderer additionally submits a variant solution(s) the documents (original) shall be labelled:

**"TENDER PRICE - VARIANT SOLUTION No. .... " "**

and

**"TECHNICAL PROPOSAL - VARIANT SOLUTION No. .... " "**

in an envelope marked

**“TENDER DOCUMENTS, VARIANT SOLUTION No.....”**

**“ORIGINAL” or “COPY”.**

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## 22 Deadline for submission of Tenders

22.1 The date, time (local time) and the address where Tenders must be received by the Employer is specified in the Tender Data.

22.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IT Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

## 23 Late Tenders

23.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed in Clause 22 will be returned unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer.

## 24 Modifications and Withdrawal of Tenders

24.1 The Tenderer may modify or withdraw its Tender after Tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Tenders.

24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 22, with the envelope additionally marked "modifications" or "withdrawal", as appropriate.

24.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.

24.4 Except as provided in this clause, withdrawal of a Tender during the interval between the deadline for submission of Tenders and expiration of the period of Tender validity specified in Clause 15 may result in the forfeiture of the Tender security pursuant to Sub-Clause 16.7.

## 25 One tender per Tenderer

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

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## **E Tender opening and Evaluation**

### **26 Tender opening**

26.1 The Employer will open the Tenders, including withdrawals and modifications made pursuant to Clause 24, in the presence of Tenderers' designated representatives who choose to attend, at the time, date, and location stipulated in the Tender Data. Each Tenderer's representative who is present shall sign a register evidencing their attendance.

26.2 Envelopes marked "Withdrawal" shall be opened first, and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.

26.3 The Tenderers' names, the Tender Price, any discounts, tender modifications and withdrawals, the presence (or absence) and amount of tender security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at tender opening except for late tenders pursuant to Clause 23.

26.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 26.3.

26.5 Tenders not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

### **27 Process to be Confidential.**

27.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract, shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.

27.2 Any effort by a tenderer to influence the Employer's process of tender evaluation or award may result in the rejection of the Tenderer's tender.

### **28 Clarification of Tenders and Contacting the Employer**

28.1 To assist in the examination, evaluation and comparison of tenders, the Employer

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may, at its discretion, ask any tenderer for clarification of its tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing by letter or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 29.

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

28.3 Any effort by the Tenderer to influence the Employer in the Employer's tender evaluation, tender comparison, or Contract award decisions may result in the rejection of the Tenderer's Tender.

## 29 Correction of Errors

29.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

29.1.1 Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the item total as quoted will govern and the unit rate will be corrected.

29.1.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

29.1.3 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (1) and (2) above.

29.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of the errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, its Tender will be rejected.

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### 30 Evaluation and Comparison of Tenders

The Tender evaluation will be done by the Employer. There are Five stages of evaluation of this tender. The procedure for the evaluation of responsive tenders is detailed below:

#### 30.1 Stage 1: Compliance with tender requirements

Check compliance of the bidders in completing the tender document. The determination of substantial responsiveness will be based on submission of the documents outline in accordance with Sub-Clause 11 of the IT and returnable schedules regarding the legal status of the Tenderer.

- 30.1.1 Any non-conformity, which is considered to be material, shall result in rejection of the tender and shall not be subject to technical evaluation.
- 30.1.2 Any non-conformity, which is considered to be non-material by the Employer shall not result in rejection of the tender.
- 30.1.3 A material non-conformity is one that:
- a) affect in any substantial way the quality or delivery of the goods or the scope, quality, or execution of the services or works.
  - b) represents a substantial inconsistency with the Tender Document the rights of the Employer or, the obligations of the Tenderer under the Contract; or
  - c) would affect unfairly the competitive position of other Tenderers presenting substantial responsive tenders where the non-conformity may be rectified, such may be permitted by the evaluation committee as it deems fit.
- 30.1.4 In Stage 2 of the evaluation, the Employer will evaluate and compare only the Tenders determined to be substantially responsive.
- 30.1.5 If a tender is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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▪ **Stage 2: Technical Capacity**

30.1.6 In Stage 2 of the evaluation, the Employer will evaluate and compare only the tenders determined to be substantially responsive.

30.1.7 Checking the Tenderer's capacity to carry out the works as described in the tender document, Tenderers shall include the following information and documents with their tender:

30.1.8

**i. Plant and Equipment:**

- a. The list of Plant and Equipment listed below must be supported with project specific lease agreement(s) and/or copies of proof of ownership documents. The Tenderer shall submit proposals for the timely acquisition (own, lease, hire, etc.) of this essential plant and equipment. Additional plant and equipment, not listed in the table below, but are required for the execution of the works shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
- ii. agreement(s) and/or copies of proof of ownership documents.

<b>Name of Plant and Equipment</b>	<b>Minimum No. that is Required</b>
Chery picker	1
Mini Truck	1
Single Cab Bakkie	1
Grinder	2
Step Ladders	1
Electrical Toolbox	1
Heavy duty Power Drills	1
6.5 kW Generator	1
Measuring Wheel	1
Electrical Tester	1
Hand Labelling tool	1
<b>Others</b>	<b>Bidder to specify</b>

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- iii. Additional plant and equipment, not listed in the table above, but required for the execution of the contract shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
- iv. The Tenderer shall make rational proposals for site staffing, should the Contract be awarded to him. These proposals will be deemed to be made in good faith and to bind the Tenderer to provide the key staff of the caliber and number shown below:

Designation	Minimum Required No.	Minimum Qualification	Minimum Years of Experience
Director	1	Certificate in any field within the built environment	7
Site Agent	1	Diploma in Electrical Engineering/ Project management	5
Site Forman	1	Diploma in any Electrical Engineering/ Grade 1 Trade Certificate	5
Electricians	3	Grade 2 Test Certificate	5
<b>Others</b>		<b>Bidder to specify</b>	

- v. The Bidder must submit with this Tender, certified copies of qualifications and CVs of the personnel outlined in the table above. Additional key site management and technical personnel, not listed in the table above, but required for the execution of the contract shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
- vi. Total monetary value of construction works performed in Eswatini for each of the last five years; To qualify for award of the Contract, the bidder must have experience as prime contractor in the construction of at least **3 (three)** projects of works of at least an equivalent monetary

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- a. Experience in works of a similar nature and size for each of the last **five (5)** years in Eswatini, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts. To qualify for award of the Contract, the bidder must have experience as prime contractor in the construction of at least **three (3)** projects of works of a nature and complexity equivalent to the Works over a period of **five (5)** years. The previous, relevant work satisfactorily carried out by the Tenderer must be supported with copies of Construction Completion Certificates.

EVALUATION CRITERIA	DEVOLVED SCORE
<b>GENERAL CONSTRUCTION EXPERIENCE (15 POINTS)</b>	
Project of similar magnitude (monetary value) 1	5
Project of similar magnitude (monetary value) 2	5
Project of similar magnitude (monetary value) 3	5
<b>SPECIFIC CONSTRUCTION EXPERIENCE (25 POINTS)</b>	
Project of similar nature & monetary value 1	10
Project of similar nature & monetary value 2	10
Project of similar nature & monetary value 3	5
<b>TOTAL</b>	<b>40</b>

- a. Reports on the financial standing of the Tenderer, such as profit and loss statements and Audited Financial statements for the **past three financial years**. The audited balance sheets must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.
- b. Best annual construction turnover of SZL 150,000.00 (one hundred and fifty thousand Emalangen), calculated as total certified payments received for contracts in progress and/or completed over a period of Five (5) Years.

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- vii. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources). To qualify for award of the Contract, the bidder must have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than **E500,000.00 (Five Hundred Thousand Emalangen)**.

EVALUATION CRITERIA	DEVOLVED SCORE
Acid Ratio calculated from audited balance sheets	3
Best annual turnover	4
Cashflow requirements	3
<b>TOTAL</b>	<b>10</b>

The Employer reserves the right, after consultation with the Tenderer, to approach the Tenderer's bankers or Auditor in order to verify the reports required in (a, b and c) above.

- viii. A detailed description of the proposed work method and schedule, including drawings and charts, as necessary.
- ix. Information regarding any litigation, current or during the last five years, in which the Tenderer was/is involved, the parties concerned, and the disputed amounts; and awards.
- Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TD:
    - i. the tender shall include all the information listed in IT Sub-Clause 30.1 and Sub-Clause 30.2.1 above for each joint venture partner.
    - ii. the tender shall be signed so as to be legally binding on all partners.
    - iii. all partners shall be jointly and severally liable for the execution of the

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- iv. one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- v. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- vi. a copy of the signed and notarized Joint Venture Agreement entered into by the partners shall be submitted with the tender.
  - The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's Financial Capacity; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of the required minimum qualifying criteria for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in a zero (0) score on financial capacity of the joint venture's Bid.
  - Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the TD.
  - The information required above will be used to evaluate tenders based on the weighted criteria shown below:

<b>Technical Capacity</b>	<b>100 points</b>
Plant and Equipment	20 points
Human Resource	30 points
Previous Relevant Experience	25 points
Financial Capacity	15 points

**Works Programme & Method Statement** **10 points**

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The minimum qualifying score on technical capacity is **70** points. Tenderers scoring below **70** points will be deemed not to have adequate technical capacity to complete the work and their tenders will be set aside.

▪ **Stage 3: Post Qualification**

- Where appropriate, a post-qualification may be undertaken to authenticate whether the technically responsive Tenderers have the capability and resources to effectively carry out the contract. Tenderers will be informed at least 48 hours prior to the date of the Post qualification evaluation.

30.1.2 During post-qualification, the Evaluation Committee shall:

- i. Verify the information submitted by the Tenderer(s) who obtain a Technical Capacity Score above 70 points. The post-qualification criteria will focus on:
  - a) physical condition and functionality of plant and equipment required for the execution of the contract. This evaluation will be limited only to plant and equipment found in Eswatini.
  - b) confirmation of qualification and experience of key site management and technical personnel proposed for the Contract.
  - c) evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments,
  - d) physical inspection of projects of a nature and complexity equivalent to the Works executed in the past years as prime contractor (to comply with this requirement, works cited should be at least 70 percent complete).
  - e) The site management team will be required to make a presentation of the

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assess if the tender has clear understanding of the financing, quality and time requirements of the project.

- f) evaluation of Tenderer's physical premises and any other verification exercise that might be deemed necessary by the evaluation committee but with clear justification.
- ii. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of IT Sub-Clauses 30.3; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of IT Sub-Clauses 30.3.2 (c) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid.
- 30.1.3 The following formula will be used to calculate the points for post-qualification in respect of Tenderers which obtained the minimum qualifying score on technical capacity. The maximum possible number of tender evaluation points for the post qualification evaluation is 100 points.

$$S_{post} = S_0 \times S_B / S_M$$

Where:

$S_0$  is the percentage score given to the post qualification evaluation and equals 100

$S_B$  is the score of post-qualification evaluation allocated to the submission under consideration,

$S_M$  is the maximum possible score for post-qualification in respect of a submission.

- 30.1.4 The two scores (technical capacity and post-qualification) will be averaged, and the Combined Technical Capacity of the tenders determined.
- 30.1.5 The minimum qualifying score for the Combined Technical Capacity is 70 points. Tenderers scoring below 70 points on the Combined Technical

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Capacity will be deemed not to have adequate technical capacity to complete the work and their bids will be set aside.

**30.1.6** Where a post-qualification was not undertaken, the technical capacity score calculated in Clause 30.2 shall be used in the next evaluation stage.

▪ **Stage 4: Evaluation of Tender Price:**

The fourth stage checks the tender price offer as presented in the offer form of the tender document after checking for any arithmetic errors. In evaluating the Tenders, the Employer will determine from each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- a) making any correction for errors pursuant to Clause 29;
  - b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary of Bill of Quantities, where priced competitively.
  - c) converting the amount resulting from applying (a) and (b) above and (f) below, if relevant, to a single currency in accordance with Clause 13;
  - d) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations.
  - e) making an allowance for varying times for completion offered by Tenderers;  
and
  - f) applying any discounts offered by the Tenderer for the award of more than one contract if tendering for this Contract is being done concurrently with other Contracts.
- The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the

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Tendering documents shall not be taken into account in Tender evaluation.

- The estimated effect of the price adjustment provisions of the Conditions of Contract, or other method proposed by the Tenderer, applied over the period of execution of the Contract, will be taken into account in Tender evaluation.

▪ **Stage 5: Award Criteria**

30.1.7 Subject to Clause 30.5.2, the Employer shall award the Contract to the Tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price, provided that such Tenderer has been determined to be (a) compliant with the tender requirements in accordance with the provisions of Clause 30.1, and (b) have adequate technical capacity to complete the work in accordance with the provisions of Clause 30.2 and 30.3.

30.1.8 Notwithstanding Clause 30.5.1, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

30.1.9 Tenders shall be compared by ranking them according to their evaluated price and determining the tender with the lowest evaluated price, which shall be the best evaluated tender.

30.1.10 Where the tender document includes more than one lot and permits tenderers to offer discounts, which are conditional on the award of one or more lots, the evaluation committee shall conduct a further financial evaluation, to determine the lowest evaluated combination of tenders.

30.1.11 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items

of work to be performed under the Contract, the Employer may require the

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Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

- 30.1.12 Where a tender is uneconomically priced without justification, the evaluation committee may recommend the rejection of the tender. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in Clause 35 be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.
- 30.1.13 In the event the evaluated price of the lowest responsive tender does not fall within 10% deviation from the Engineer's estimate and/or the available budget, the Employer will take a decision on the evaluation of the Tenderers.

## 31 Conditions of Contract

31.1 The Conditions of Contract will be based on the widely recognised publication entitled "The Joint Building Contracts Committee (JBCC) Edition 6.2, (MAY 2018)

- Award of the Contract

## 32 Notification of Award

- The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in Clause 30.
- The contract award decision shall be taken by the Employer, but the award decision does not constitute a contract.

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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 by fax or email or in person directly to all tenderers who submitted tenders.

- The Employer shall allow a period of at least ten (10) working days to elapse from the date of despatch and publication of the notice in accordance with subsection (32.3) before a contract is awarded.
- The provisions of subsections (32.3) and (32.4) shall not apply in any other circumstances specified in the invitation document.

### 33 Contract Agreement

- At the same time that the Employer notifies the successful Tenderer that its Tender has been accepted, the Employer will send the Tenderer the Contract Agreement in the form provided in the Tender Documents, incorporating all agreements between the parties.
- The successful Tenderer shall sign the Agreement, within the timelines provided in the Contract Data, and return it to the Employer, together with the required Contract Works Insurances.

#### ○ Payments

33.1 Payments will be made within 90 days after approval of the payment certificate by the Employer's Agent. Payments shall be made according the stages of completed works. Retention shall be withheld in each payment in accordance with the provision of the construction contract.

33.2 Nominated sub-contractors shall be paid directly by the Employer within 90 days of the date of approval of the payment certificate by the main contractor and the Principal Agent.

33.3 The Employer may issue an advance payment to the Contractor. The Contractor shall provide a guarantee equal in value to the aggregate amount of all such

advance payments.

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○ **Performance Security**

- 33.4 After the contract is awarded by the employer, the successful Tenderer shall, within the timelines stipulated in the contract data, shall furnish the Employer with a Construction Guarantee in the form included in the tender document.
- 33.5 If the Construction Guarantee is to be provided by the successful Tenderer in the form of a bank guarantee, it shall be issued either:
- a) at the Tenderer's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or
  - b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 33.6 The Construction Guarantee may also be provided by the successful Tenderer in form of a bond, in which case it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer.
- 33.7 Failure of the successful Tenderer to comply with the requirements of Clause 33 and/or 35 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Tender Security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked Tenderer.

○ **Dispute Resolution Method**

- Disputes will be resolved through Adjudication (Adhoc).

○ **Corrupt or Fraudulent Practices**

- The Employer requires that Tenderers/Suppliers/Contractors under Eswatini Government-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
  - “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the

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procurement process or in contract execution; and

- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract financed by any of the Employer mentioned in the Tender Document if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in the execution of, any other contract financed by said Employer.
  - Tenderers shall be aware of the provision stated in Sub-Clause 15.1 concerning forfeiture of the Tender Security.

○ **Checking Designs and Bills of Quantities**

- While every effort has been made to have correct designs, drawings, and bills of quantities, it is incumbent upon the winning contractor to check these soon after award of contract and satisfy themselves so that orders for material can be placed as soon as possible. It is expected that these verifications are done within two weeks of contract award and this time is within the time for completion of the contract.
- All drawings issued for construction, including revised drawings must at least bear the signature of the Principal Agent. The Contractor must ensure that he only executes drawings with this signature, otherwise any error or deviation emanating from a drawing without this signature

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shall be considered the negligence of the Contractor and therefore liability shall be apportioned to the Contractor.

○ **As-Built Drawings**

- The Contractor shall produce as-built drawings and update his drawings during construction. The complete set of as-built drawings shall be submitted to the Employer before issuing a Final certificate. A sum is to be provided for in the bill of quantities.
- All drawings shall be submitted to the Employer as both soft (DWG format) and hard copies.

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## SECTION 4: CONTRACT AGREEMENT

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**CONTRACT AGREEMENT****Tender No SMVAF 19: 2023-2024 Lot 2**

THIS AGREEMENT made between \_\_\_\_\_  
of

Ministry of Economic Planning and Development

(Hereinafter called “the Employer”) on the one part and \_\_\_\_\_

(Hereinafter called “the Contractor”) on the other part.

WHEREAS the employer is desirous that certain works should be constructed, viz.  
**THE PROPOSED ELECTRICAL INSTALLATION IN THE COMPLETION OF OFFICES AT LOT 521 MBHILIBHI STREET, MBABANE - HHOHHO REGION**

Has accepted a Tender by the Contractor for the Construction and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The said Tender
  - (b) The General and Special Conditions of Contract
  - (c) The Special Provisions of Contract/ General Conditions of Application
  - (d) The Specification
  - (e) The Priced Schedule of Quantities
  - (f) The Drawings
  - (g) The Letter of Acceptance
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor covenants with the Employer to construct complete and maintain the Work in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the construction and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

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IN WITNESS whereof the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses:

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<b>For and on behalf of the Contractor</b> – who by signature hereto warrants authority	
Name:	
Position:	
Signature and Stamp:	
Date:	
Signed: witness	
Name of witness	
Signed: Location	
<b>For and on behalf of the Employer - Sincephetelo MVA Fund Project Manager:</b> who by signature hereto warrants authority	

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Name:	
Position:	
Signature and Stamp:	
Date:	
Signed: Location	
<b>Endorsed for financing by The Chief Executive Officer – SINCEPHETELO MVA FUND</b>	
Name:	Mr. David Mfanimpela Myeni
Position:	CEO – Sincephetelo MVA Fund
Signature and Stamp:	
Date:	

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## SECTION 5: GENERAL CONDITIONS OF CONTRACT

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**The Joint Building Contracts Committee**

**(JBCC)**

**Principal Building Agreement**

**Edition 6.2 - May 2018**

**The Tenderer is deemed to have read, fully understood, and accepted the General Conditions of Contract.**

**The General Conditions of Contract are not issued with this document but are obtainable from: -**

**Physical Address:**

**Building L, Central Park Offices,  
400 16th Rd, Randjespark  
Midrand, 1685,  
South Africa**

**Mail & Internet:**

**E-mail: [reception@jbcc.co.za](mailto:reception@jbcc.co.za)  
<https://jbcc.co.za/>**

**Contact Numbers:**

**+27 11 482 3102**

Date..... Signature of Tenderer.....

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## SECTION 6: STANDARD FORMS

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**FORM A****FORM FOR SUBMISSION OF TENDER****TENDER No SMVAF 19: 2023-2024 Lot 2 – THE PROPOSED ELECTRICAL INSTALLATION IN THE COMPLETION OF OFFICES AT LOT 521 MBHILIBHI STREET, MBABANE - HHOHHO REGION**

To: The Director

Dear Sir,

Having examined the Drawings, Conditions of Contract, Specification and Schedule of Quantities for the Construction of the above-named Works, I/We offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedule of Quantities, for the sum of

(Amount in Words) E \_\_\_\_\_

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

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in Appendix hereto.

If my/our tender is accepted, I/We will, when required and within the time stipulated, provide a (five per cent of the above named sum), performance bond from a bank of Swaziland (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding 5% (five per cent of the above named sum), for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/We propose is.

\_\_\_\_\_ Bank \_\_\_\_\_

Of \_\_\_\_\_ Swaziland \_\_\_\_\_

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

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

I/We are,  
Yours faithfully,

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Capacity  
\_\_\_\_\_

Signature \_\_\_\_\_

on behalf of \_\_\_\_\_

Address  
\_\_\_\_\_Date  
\_\_\_\_\_**APPENDIX TO FORM OF TENDER****APPENDIX**

Address of Employer	Sincephetelo MVA Fund
Address and telephone number of contractor	P.O. 4229, Mbabane, Eswatini  ..... (Tenderer to enter)
Amount of Surety	As per Clause 28 under Preliminaries
Time within which surety to be provided	14 days from the Commencement date
Duration of surety	Until issue of Certificate of Completion
Time within which works to be commenced	14 days after the signing of contract
Programme to be furnished within	14 days after the receipt of letter of Acceptance
Liability Insurance	Required
Special non-working days	The period of 15 December to 4 January inclusive plus Swaziland National Holidays
Time for completion	Same as Main Contractor (8 Months)

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Amount of penalty

2% of the contract sum

Percentage retention	As per Clause 25 under Preliminaries
Time within which payment to be made after issue of Payment Certificate	90 days

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**APPENDIX**

Retention Money Guarantee	Permitted
Delivery of Contractor’s final statement	Within 90 days after certified date of completion of works
Defects Liability period	6 Months
Settlement of dispute	Arbitration
Period of validity of tender	90 days from closing date for submission of tenders

Date.....

Signature ..... in the capacity of duly authorized to

Sign on behalf of Contractor.....

Witness.....

Date.....

Address .....

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**TENDER INFORMATION****FORM / SCHEDULE B****MAJOR PLANT TO BE MOBILISED**

NO	DESCRIPTION	MAKE	MODEL AND YEAR	STATUS P/H/O	COUNTRY OF REGISTRATION
1	Mini Truck				
2	Chery picker				
3	Single Cab Bakkie				
4	Grinder				
5	Step Ladders				
6	Electrical Toolbox				
7	Electrical Tester				
8	Heavy duty Power Drills				
9	Hand Labelling tool				
10	6.5 kW Generator				
11	Measuring Wheel				

P = PURCHASED

H = HIRED

O = OWNED

We hereby certify that this list is not exhaustive and, notwithstanding the plant detailed above, we will provide all suitable and adequate plant in good working order for the timely and successful completion of the work.

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Tenderer's Name \_\_\_\_\_  
 \_\_\_\_\_

Tenderer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**TENDER INFORMATION**

**FORM / SCHEDULE C**

**WORK PROGRAMME CHART**

ACTIVITY	MONTHS AFTER ISSUE OF COMMENCEMENT ORDER									
	0	6	10	14	18	20				

Note 1:Tenderers are reminded that adequate provision must be made for inclement weather and any other delays which might be reasonably expected.

Note 2:The Tenderer must include all activities that he considers essential.

Tenderer's Name \_\_\_\_\_

Tenderer's Signature \_\_\_\_\_

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Note 2: Where the predicted cash-flow falls outside the above contract limits, written explanation shall accompany the tender.

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**TENDER INFORMATION****FORM / SCHEDULE D****SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

The Tenderer must insert in the spaces provided below; a list of **ongoing projects** carried out by the Contractor.

EMPLOYER NAME & TEL	CONSULTING ENGINEER NAME & TEL	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETE

SIGNED ON BEHALF OF TENDERER

\_\_\_\_\_

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The Tenderer must insert in the spaces provided below, a list of previous **projects** carried out by the Contractor in the last five (5) years, or Contracts at present under construction by his firm.

Attach a copy of completion certificate.

EMPLOYER NAME & TEL	CONSULTING ENGINEER NAME & TEL	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETE

SIGNED ON BEHALF OF TENDERER

---

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**TENDER INFORMATION****FORM / SCHEDULE E****AUTHORITY FOR SIGNATORY**

Signatories for Companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form. An example is shown below:

“By Resolution of the Board of Directors at a meeting on

\_\_\_\_\_ DAY OF

\_\_\_\_\_

Miss / Mrs / Ms / Mr.

\_\_\_\_\_

has been duly authorized to sign all documents in connection with

\_\_\_\_\_

On behalf of (block capitals)

\_\_\_\_\_

\_\_\_\_\_

**SIGNED ON BEHALF OF COMPANY**

\_\_\_\_\_

**IN HIS CAPACITY AS**

\_\_\_\_\_

**SIGNATURE OF SIGNATORY**

\_\_\_\_\_

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**FORM / SCHEDULE G****PERFORMANCE BOND**TENDER NO. **SMVAF 19: 2023-2024 Lot 2**EMPLOYER  
\_\_\_\_\_CONTRACTOR  
\_\_\_\_\_

DESCRIPTION OF CONTRACT

I/WE, the undersigned \_\_\_\_\_ (Bank in Swaziland.)

do hereby bind ourselves as surety and co-principal debtors in solidum for the due performance of the Contract by the above named Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exception ordinis sew excursions et divisions "No value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond).

\_\_\_\_\_ (E \_\_\_\_\_)

and will lapse on the issue of the Final Certificate at the end of the Maintenance Period in terms of the Contract, unless the Surety is advised in writing by the Employer before issue of the Said Certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND BEHALF OF \_\_\_\_\_  
(surety)

AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 24

Capacity  
\_\_\_\_\_Full Address  
\_\_\_\_\_**Disclaimer**

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## AS WITNESSES

1.  
\_\_\_\_\_2.  
\_\_\_\_\_**FORM OF TENDER SECURITY (FORM I)**

Fund: The Government of the Kingdom of Eswatini

Contract: **TENDER No SMVAF 19- 2023-2024 Lot 2– THE PROPOSED ELECTRICAL INSTALLATION IN THE COMPLETION OF OFFICES AT LOT 521 MBHILIBHI STREET, MBABANE - HHOHHO REGION**To: Director  
Microprojects Programme Coordinating Unit  
P.O. Box 2122  
Mbabane

We have been informed that .....

(hereinafter called the “Principal”) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the “conditions of invitation”, which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we ..... (name of bank), ..... hereby irrevocably undertake to pay you the Beneficiary/Employer, any sum or sums not exceeding in total the amount of Two **Thousand Five Hundred Emalangen** Only upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or

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d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 60 days after the expiry of the validity, including any extension of the validity, of the Letter of Tender), when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date.....

Signature(s).....

**FORM / SCHEDULE G**

**TECHNICAL QUALIFICATION**

**PROFESSIONAL EXPERIENCE OF SITE AGENT/ SITE ENGINEER**  
**CURRICULUM VITAE**  
**(ATTACH CERTIFIED COPIES OF QUALIFICATION)**

**Proposed position in the contract:**

- 1. Surname:.....
- 2. Name:.....
- 3. Date and place of birth:.....
- 4. Nationality: .....
- 5. Physical Address and contact No:.....

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## 6. Education:

<i>Institutions:</i>	
<i>Year:</i>  <i>From (month/year)</i>  <i>To (month/year)</i>	
<b><i>Qualifications: minimum Diploma in Electrical Engineering or Project Management or equivalent qualification or above.</i></b> <i>Attach certificates</i>	
<b><i>Previous work done attach references and contact numbers</i></b>	

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**PROFESSIONAL EXPERIENCE OF ELECTRICAL FORMAN**  
**CURRICULUM VITAE**  
**(ATTACH CERTIFIED COPIES OF QUALIFICATION)**

**Proposed position in the contract:**

1. Surname:.....
2. Name:.....
3. Date and place of birth:.....
4. Nationality:.....
5. Physical Address and contact no:.....
6. Education:

<i>Institutions:</i>	
<i>Year:</i>  <i>From (month/year)</i>  <i>To (month/year)</i>	
<i>Qualifications: minimum grade I and above.</i> <i>Attach Grade test certificates</i>	
<i>Previous work done attach references and contact numbers</i>	

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**PROFESSIONAL EXPERIENCE OF AN ELECTRICIAN**  
**CURRICULUM VITAE**  
**(ATTACH CERTIFIED COPIES OF QUALIFICATION)**

**Proposed position in the contract:**

1. Surname:.....
2. Name:.....
3. Date and place of birth:.....
4. Nationality:.....
5. Physical Address and contact no:.....
6. Education:

<i>Institutions:</i>	
<i>Year:</i>  <i>From (month/year)</i>  <i>To (month/year)</i>	
<i>Qualifications: minimum grade II and above. Attach Grade test certificates</i>	
<i>Previous work done attach references and contact numbers</i>	

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**PROFESSIONAL EXPERIENCE OF AN ASSISTANT ELECTRICIAN**  
**CURRICULUM VITAE**  
**(ATTACH CERTIFIED COPIES OF QUALIFICATION)**

**Proposed position in the contract:**

1. Surname:.....
2. Name:.....
3. Date and place of birth:.....
4. Nationality:.....
5. Physical Address and contact no:.....
6. Education:

<i>Institutions:</i>	
<i>Year:</i>	
<i>From (month/year)</i>	
<i>To (month/year)</i>	
<i>Qualifications: minimum grade 3 and above. Attach Grade test certificates</i>	
<i>Previous work done attach references and contact numbers</i>	

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## VOLUME 2

### PROJECT SPECIFICATION

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# 1. ELECTRICAL AND FIRE ALARM INSTALLATION

## 1.1 GENERAL

The Project Specification is applicable only to this Contract and is intended to cover the broad requirements of the Contract and so supplement the General Specification. For detailed requirements the relevant clauses of the General Specification shall apply.

## 1.2 ELECTRICAL INSTALLATION

### 1.2.1 DEFINITIONS

For the purposes of this specification the following definitions shall apply:

"Contract" shall mean "Electrical Sub-Contract"

"Contractor" shall mean "Electrical Sub-Contractor"

### 1.2.2 DRAWINGS

The drawings listed in the Schedule of Drawings form part of this specification.

### 1.2.3 EXTENT OF WORK

The work covered by this Specification includes the supply and installation of all materials and execution of all work necessary for the complete installation of the following, and as detailed on the drawings, and in the Bills of Quantities:

- (a) Main distribution boards, sub-distribution boards and all interconnecting cables, both internal and external.
- (b) The complete internal and external lighting installation including all light fittings, associated wiring, conduits, sleeving, manholes etc.
- (c) The complete installation of all switched socket outlets, conduits, trunking, and associated wiring.
- (d) The complete installation of all conduits, wiring and isolators for all equipment and appliances.

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- (e) The supply, installation, and connection of all equipment and appliances as detailed.
- (f) The complete installation of the fire alarm and telephone reticulation systems.

#### 1.2.4 BUILDING CONSTRUCTION

The Contractor shall consult Architectural and Structural Engineering drawings to fully familiarise himself with the building construction.

All conduits shall be built into walls and cast into floor slabs unless otherwise specified.

#### 1.2.5 ELECTRICITY SUPPLY

The electricity supply shall be rated at 380/220 Volts, 50 Hertz. Take-off points shall be from the substations within the premises as shown on the drawings or as agreed on site.

#### 1.2.6 P.V.C SLEEVES, MANHOLES AND EXTERNAL CABLING

PVC sleeves shall be supplied and installed where a cable crosses a paved walkway, tarred, cemented driveway, and at cable entry and exit points in the buildings unless otherwise specified.

In general, all cables and sleeves shall be laid directly in the ground at a depth of 700mm below ground level unless otherwise specified

The Contractor shall be responsible for ensuring that all sleeves and manholes are positioned and installed correctly.

#### 1.2.7 METERING

There will be 1No. Maximum Demand Bulk SEB Meters housed in Kiosk A as shown on the drawings.

#### 1.2.8 DISTRIBUTION BOARDS

Distribution boards shall be installed according to the drawings and Bills of Quantities.

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General arrangements of each board shall be submitted to the Engineer for approval prior to ordering, showing construction details, specification of equipment, finishes, labelling and all other relevant data.

All distribution boards shall be provided with doors secured by a spring catch and lock unless otherwise specified in the drawings and Price Summary.

#### 1.2.9 GENERAL METHOD OF INSTALLATION

The installation shall be of the concealed type using PVC single core cables in PVC conduits.

Earth wire shall be run to all socket outlets, lighting switches and fittings, and shall be 2.5sq.mm minimum size.

Socket outlet circuits shall be earth leakage protected.

#### 1.2.10 LIGHTING FITTINGS

Lighting fittings shall be as specified in the Schedule of Luminaires and Equipment and as shown on the drawings.

At the time of taking first delivery all lamps shall be operative. At the end of the maintenance period the replacement of all incandescent lamps that have failed will be the responsibility of the Employer, whereas all fluorescent lamps that have failed shall be replaced by the Contractor at no cost to the Employer.

All fluorescent lamps shall be colour 33.

#### 1.2.11 EQUIPMENT

The water heater and hand dryers shall be as specified in the Bill of Quantities.

#### 1.2.12 TELEPHONE INSTALLATION

Galvanised steel draw wires shall be installed in all telephone conduits which shall be 25mm diameter PVC.

#### 1.2.13 AIR CONDITIONING OUTLETS

Air conditioning outlets shall be as specified in the Bill of Quantities and as shown on the drawings.

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### 1.2.14 MOUNTING HEIGHT OF FIXTURES

Unless otherwise indicated the following mounting heights shall apply for wall-mounted fixtures:-

Meter Boards	1 600mm (Top of Panel)
Distribution Boards	1 900mm (Top of Panel)
Lights	2 250mm
Switches	1 400mm
Switched Socket Outlets	300mm general; 1 200mm over worktops, benches
Isolators	1 600mm
Telephone Outlets	As for Switched Socket Outlets

### 1.2.15 EARTHING

Earthing and bonding shall be strictly in accordance with SABS codes of practice.

## 1.3 FIRE ALARM INSTALLATION

### 1.3.1 EXTENT OF THE WORK

The supply and installation of equipment and the execution of work necessary for the complete installation as specified in this document and drawings as follows:-

- (a) Constant potential battery charger unit and nickel cadmium batteries
- (b) 18 Zone Control Annunciator Panel
- (c) All wiring necessary to provide monitoring and control circuits
- (d) Manual Call Points ("Break glass units")
- (e) Electronic Sirens
- (f) Operating and Maintenance Instruction Manuals.

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### 1.3.2 WIRING

All control circuits shall be wired with fire-resistant cable, similar or equal to FP200 cable, of sufficient size to ensure a voltage drop not exceeding 2 volts.

All audible alarms shall be wired with the same cable type but of sufficient size to ensure a voltage drop not exceeding 2 volts at full load.

Manual break glass units shall be installed on the loop-in principle. Tee-offs are not to be used.

### 1.3.3 GENERAL SYSTEM OF OPERATION

The system is designed so that in the event of a fire, an alarm may be manually raised thereby enabling prompt action to be taken.

Break glass units shall be grouped by zone and electrically connected to a Control Annunciator Panel in the position shown.

In the event of operation of any break glass unit all the sirens in the building shall operate. A signal relay shall be provided in the control panel to provide provision for a remote alarm at the local fire station.

### 1.3.4 STANDBY BATTERY AND CHARGING FACILITIES

A set of 24-volt Nickel Cadmium standby batteries shall be provided together with an automatic constant potential charging unit.

The batteries shall be of sufficient capacity to operate the system in the event of mains failure, for a period of 48 hours under quiescent conditions and for one hour under full alarm load.

The battery charger shall be designed to conform to the specifications and requirements of major battery manufacturers.

Upon the batteries approaching a fully charged state, the charger shall switch to low float voltage and current, thereby preventing overcharge and possible gassing.

To prevent dangerous excess discharge, the charger shall shut the system off at a pre-determined battery voltage and automatically switch on when the battery voltage increases or the mains supply is re-instated, whichever comes first. This facility should allow the batteries to be recharged to their operational capacity in 8 hours.

The following standard safety signals shall be included:-

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Mains On, Charger Fail and Battery Low Voltage.

### 1.3.5 CONTROL EQUIPMENT

The Control Annunciator Panel shall incorporate the following features:-

- (a) Zones as indicated in B.O.Q.
- (b) System On indication
- (c) Power On indication
- (d) Fire indications for each zone
- (e) Fault indication for each zone
- (f) Lamp test facility
- (g) Zone isolation switches
- (h) Alarm silence facility
- (i) Alarm reset facility
- (j) Fire brigade alarm isolation switch
- (k) The system shall be automatically and continuously monitored. A break, earth or short in the circuits, or a fault in the Control Panel circuitry shall be visually indicated at the Control Panel.
- (l) A signal relay shall be incorporated in the Control Panel so that a signal may be sent over an ex-directory telephone line to the local fire station.

The cabinet and fascia of all panels shall be constructed of minimum 1.5mm mild steel, with a red baked enamel finish. The fascia door shall be hinged and held secure by a key-operated lock.

A framed zone indication list shall be situated adjacent to the control panel to give easy recognition of affected areas.

**Zones shall be as to be directed by the engineer.**

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### 1.3.6 MANUAL CALL POINTS

Manual call points shall be installed in the positions indicated on the drawings.

The Contractor shall supply a replacement glass piece for each unit.

### 1.3.7 SIRENS

Miniature electronic sirens shall be installed in the positions indicated on the drawings.

### 1.3.8 MOUNTING HEIGHT OF FIXTURES

Unless otherwise indicated, the following mounting heights shall apply for wall-mounted fixtures:

Fire Alarm Panels	1 600mm (Top of Panel)
Break Glass Units	1 400mm
Sirens	2 250mm

### 1.3.9 MANUFACTURE'S LITERATURE AND TECHNICAL SPECIFICATION

The Contractor shall submit original copies of the above with his tender.

### 1.3.10 GUARANTEE

All equipment and materials supplied under this contract shall be guaranteed for a period of twelve (12) months from the date of acceptance of the installation by the Engineer.

### 1.3.11 OPERATING INSTRUCTIONS

The Contractor shall provide, on completion, four copies of detailed operating instructions for the Client.

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**SECTION 2**  
**GENERAL TECHNICAL SPECIFICATION**

The General Technical Specification is supplied separately and is a quality specification for materials and standards of workmanship.

If tenderers are not already in possession of this Specification, they shall obtain a copy from the offices of the Consulting Engineer.

The Electrical Contractor/Tenderer is referred to this document for the full intent and meaning of each clause and shall allow for all costs to meet the requirements of the specification as claims on the grounds of want of knowledge in such respect or otherwise will not be entertained.

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## SECTION 3

### SCHEDULES

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**3.1**

**SCHEDULE No.1**

**SCHEDULES OF DRAWINGS**

The following drawings form part of the Specification: -

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**Drawing No TITLE**

**M-7 Block A - Electrical Layout**

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### 3.3 SCHEDULE No.3

#### SCHEDULE OF EQUIPMENT OFFERED

All items in the following Schedule shall be completed and in the event of the Tender being accepted, rigidly adhered to, unless the quality is unacceptable in which case no extra will be allowed.

If materials are being supplied as specified then state "As Specified" in right hand column. It is imperative that acceptance by the Engineer shall be obtained prior to the submission of tenders for fittings offered as equivalents to those specified.

ITEM	MANUFACTURER AND CAT.NO. (IF ANY)
1.	Electrical Distribution Boards (frames only):
1.1	Surface mounted
1.2	Flush mounted
1.3	Meter Board
2.	Distribution Board Equipment:
2.1	Busbars
2.2	Circuit breakers and isolators
2.6	Contactors/relays
2.9	Current transformers
3.	Reticulation:
3.1	Cables
3.2	Conduits and sleeves
4.2	Photocell switches
4.3	Isolators

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## **VOLUME 3: PREAMBLE AND BILL OF QUANTITIES**

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## BILLS OF QUANTITIES

### CONDITIONS OF PRICING

1. No unauthorised alteration, amendment, note or additions to the text of the Bills of Quantities shall be made by the Tenderer. Should such be made it will not be recognised and the printed text of the Bills of Quantities will be adhered to.
2. Where any items **remain unpriced**, the work covered by those items will be deemed to be included within the tender amount.
3. The Bills of Quantities shall not be used for purposes of ordering materials and no liability will be accepted by the Employer for any loss or expense incurred in this respect.
4. All rates quoted will be **assumed correct** and will be used for **pricing variations**, unless the quoted rates are palpably incorrect according to prevailing market prices and the Engineer's opinion.
5. All other conditions listed in the Main Bill will apply here also, unless clearly contradicted by the preceding.
6. These Bills of Quantities form part of and must be read in conjunction with the specifications and drawings which contain the full description of the work to be done and material and equipment to be used.
7. The total tender sum in the tender form shall constitute the contract price of the successful tenderer. Tenderers are advised to check their item extensions and **total additions**, as no claim for arithmetical errors will be considered.
8. **No alteration, erasure or addition** is to be made in the text of the bill of quantities. Should any alterations, erasure or addition be made, it will not be recognized, but the original wording of the bill of quantities will be adhered to.
9. All **provisional sums** shall be expended as directed by the **Engineer/Project Manager** and **any balance remaining** shall be deducted from the amount of the contract sum.