



TENDER NO: 16 OF 2023-24
MAINTENANCE CONTRACTORS

Civic Offices
Mpumalanga Crescent Lot 1
Mountain View Township
Ezulwini
Eswatini



TABLE OF CONTENTS

	DETAILS	PAGE
1.	Preamble	3
2.	Objectives	3
3.	Scope of Services	4 - 5
4.	Information Required from Tenders	4 - 5
5.	Submission of Tenders	5
6.	Duration of Contract	6
7.	Cost of preparation	6
8.	EOI Selection Criteria	6
9.	Items Required Breakdown	7
10.	Commitment Form	13
11.	Submission Checklist	14
12.	Contract Term and Conditions	08 - 16
13.	Declaration of Eligibility	17 – 18
14.	Bid Submission Form	19 - 20



PREAMBLE

Ezulwini Town Council invites competent, registered and reputable Contractors who are registered with the Construction Industry Council in Category **C4** and **B4** or higher to express their interest for the maintenance of Council's infrastructure. Prospective Tenderers are expected to outline their capability to deliver the services, in line with the Council's requirements as outlined below. The purpose of the proposed Expression of Interest (EOI) is to identify potential Contractors to execute maintenance works around the town.

The 'Request for Expression of Interest' document can be obtained at Ezulwini Town Council's Civic Offices, located at Lot 1, Mountain View Township, Mpumalanga Crescent at the Accounts office at a non-refundable fee of **Four Hundred Emalangenani (E400.00)** per set, between 8:00am and 16:00pm (Monday to Friday).

1. BACKGROUND

The Ezulwini Town Council is a public sector entity established in terms of the Urban Government Act No. 8 of 1969. The Municipality derives its primary mandate to facilitate the provision of basic Municipal services for all stakeholders including residents, businesses, communities and general public as well as managing development within the Ezulwini local space through the Urban Government Act, 1969. Ezulwini town is a tourist destination and an entertainment hub of Eswatini and was declared a town in 1995 through a Legal notice number 117 of 1995. It covers an area of approximately 1,720 ha and the population of Ezulwini was estimated to be 2,661 in 2017 and projected to grow at a 7% rate yearly for the next five years.

2. OBJECTIVES

The purpose of the proposed EOI is to identify potential Service Providers to carry out general maintenance works in parts of the town. Ezulwini Town Council is mandated to develop, upgrade and maintain up to standard infrastructural services for all stakeholders. The Contractors will be expected to carry out general maintenance of road infrastructure such as concrete lined drains, property accesses, drifts and culvert inlet and outlet structures.

3. PARTICIPATING COMPANIES

Companies registered with the Construction Industry Council under Category C4 and B4 and Road Marking Contractors only are invited. Companies in the following fields are to be considered;

1. Civil Contractors
2. Building Contractors
3. Ancillary roadworks (Road Marking Contractors)

Companies that will be shortlisted from this Expression of Interest will be requested to provide quotations for maintenance work around the town.

4. SCOPE OF THE SERVICES

The selected Contractors will be required to carry out general construction & maintenance works of roads, drains and buildings. The works include, but not limited to;

- Repairs of major road failures
- Construction and Repairs of damaged drains
- Repairs of Property accesses
- Stormwater management infrastructure
- Roofing repairs & waterproofing
- Renovations of Municipal buildings
- Road markings

5. INFORMATION TO BE SUBMITTED WITH EOI

Suppliers are to submit the EOI Document and Forms completed in all respects. The EOI document is to be kept intact, bound and listed as per the requirements mentioned in the EOI. The full EOI shall include the following documents;

- 5.1 Certified copy of a valid Construction Industry Council [CIC] registration certificate
- 5.2 Certified Copy/Valid official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J')



- 5.3 Certified Copy/Valid official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C')
- 5.4 Certified Copy of a valid Labour Compliance Certificate
- 5.5 Original Receipt of **E 400.00** or proof of payment for the document.
- 5.6 Certified Copy of a valid Trading License
- 5.7 Original and Valid Tax Compliance Certificate
- 5.8 Certified Copy of a valid ENPF Compliance Certificate or an official ENPF letter not older than three (3) months
- 5.9 Police clearance or affidavit of Non-Conviction for ALL Company Directors (Shareholders) not older than three (3) months
- 5.10 A signed declaration of Eligibility (in the format provided)
- 5.11 Financial statements for the past three years.
- 5.12 Company profile
- 5.13 Company structure, including ownership and Curriculum Vitae (CVs) of key personnel
- 5.14 Current work being done (if any)
- 5.15 Previous work done in last three (3) years, including contact details of client
- 5.16 Plant and equipment schedule

6. NOTIFICATION TO SELECTED CONTRACTORS

Ezulwini Municipality will notify the successful Contractors (if any) of the acceptance of their proposal within the period of EOI validity or any extended period of validity of EOI, if applicable.

7. SUBMISSION OF EXPRESSION OF INTEREST

The Expression of Interest must be delivered to the address below at or before **1200pm Local Time on Tuesday January 31st, 2023**. Electronic copies **shall not** be permitted. Late bids will be rejected.

The address referred to above is:

Ezulwini Town Council Offices
Plot 1 Mountain View Township
Mpumalanga Crescent
Ezulwini, Eswatini



Interested eligible bidders may obtain further information from the Town Engineer at The Ezulwini Town Council offices from the address given below:

Ezulwini Town Council Offices
Plot 1 Mountain View Township
Mpumalanga Crescent
Ezulwini, Eswatini

8. ENQUIRIES REGARDING EOI DOCUMENT

Clarifications may be requested in writing or by email, but not later than **Tuesday, January 24th, 2023**. The email address for clarifications is townclerk@ezulwini.co.sz. Should Ezulwini Municipality deem necessary to amend the EOI document as a result of a clarification, it shall do so and inform all Suppliers.

9. COST OF PREPARATION OF THE EOI

The Council will not be liable for any expense or loss, which may be incurred by any Tenderer in the preparation or submission of its Tender Response. The Tenderer is responsible for all costs associated with preparing a Tender Response.

10. DURATION OF CONTRACT

The contract duration will be from the award date to **31st March 2024**.

11. EOI SELECTION CRITERIA

Selection of Contractors will be based on the following;

- 11.1 Overall completeness of the response.
- 11.2 Overall concurrence between EOI requirements
- 11.3 Experience of Contractor
- 11.4 Qualifications and Experience of key personnel
- 11.5 Plant and equipment schedule
- 11.6 Work that has been executed by Contractor in the past three years
- 11.7 Signed Declaration of Eligibility

12. REQUIRED EXPERIENCE OF KEY PERSONNEL & PLANT

Key Personnel	No. of	Total Work Experience (years)	In Similar Work Experience (years)
Site Agent	1	3	1
Concrete Foreman	1	5	3
Brick / block layer	1	5	3
Carpenter	1	5	3
Plumber	1	5	3

List of plant and or equipment to be mobilised for the successful implementation of the proposed project, stating whether the plant or equipment is owned or leased.

Plant/Equipment	Quantity	Ownership
Light Duty Vehicle (Pick-up)	1	
Concrete Mixer <400l	1	
Poker Vibrator	1	
Walk behind roller (680mm)	1	
3-Phase Generator	1	
Scaffolding	1 tonne	
Ladder	1	
TLB	1	
Road marking machine	1	

See Annexure one (1) for evaluation criteria

CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Suppliers under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and / or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
- d) "The Services" Means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) "The Procuring Entity" means the National Disaster Management Agency, an organization purchasing the Goods.
- f) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

2. APPLICATION

2.2 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned



institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so, required by the Procuring Entity.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PACKING

6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent

instructions given by the Procuring Entity.

7. DELIVERY AND DOCUMENTS

7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier shall be specified in the Contract.

7.2 For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

8. INSURANCE

8.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

9. TRANSPORTATION

9.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.2 Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Eswatini, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

1. WARRANTY

10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or

from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.

10.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

10.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under Contract.

11. PAYMENT

11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.



11.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

12. PRICES

12.1 Prices charged by the Supplier for Goods delivered and Services performed under

the Contract shall not vary from the prices quoted by the Supplier in its tender.

12.2 All such prices shall be valid and fixed for a period of one (01) year

13. CHANGE ORDERS

13.1 The Procuring Entity may at any time, by a written order given to the, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the Services to be provided by the Supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

14. CONTRACT AMENDMENTS

14.1 Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

15. ASSIGNMENT

15.1 The Supplier may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

16. SUBCONTRACTS

16.1 The supplier may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Supplier from any liability or obligation under the Contract.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

17.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.

17.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and Performance of Services, the supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Suppliers' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

17.3 Except as provided under Clause 24, a delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES

18.1 Subject to Clause 17, if the Supplier fails to deliver any or all of the Goods or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

19. TERMINATION FOR DEFAULT

19.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

- a) If the supplier fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
- b) If the supplier fails to perform any other obligation(s) under the contract.

19.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

20. FORCE MAJEURE

20.1 Notwithstanding the provision of Clause 17, 18 and 19, the supplier shall not be liable for liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

20.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

21. TERMINATION FOR INSOLVENCY

21.1 The procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

22. RESOLUTION OF DISPUTES

22.1 The Procuring entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

22.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

22.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

22.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

23. APPLICABLE LAW

23.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

24. NOTICES

24.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail of facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party.

24.2 A notice shall be effective when delivered or on the notice's effective date,

whichever is later.

25. TAXES AND DUTIES

25.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity.

FORM TECH-1: DECLARATION OF ELIGIBILITY *(In Company Letterhead)*

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

[>>>Name of Company, Address, and Date>>>]

To: The CEO/ Town Clerk
Ezulwini Town Council
Mpumalanga Crescent
P.O. Box 344
Ezulwini

Dear Sirs,

Re: TENDER NO: 16 OF 2023-24 MAINTENANCE CONTRACTORS

We hereby declare that: -

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



contract within a period of five years preceding the commencement of the procurement proceedings; and

e) I/We do not have a conflict of interest in relation to the procurement requirement.

f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;

g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed

Authorised Representative

Date

FORM BID-1: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;

(b) The schedule of prices of our proposal is attached.

(c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

(d) We understand that you are not bound to accept any proposal that you receive;

Dated on _____ day of _____, _____ [insert date of signing]



Name: [insert complete name of person signing the proposal]

In the capacity of [insert legal capacity of person signing the proposal]

Signed: [signature of person whose name and capacity are shown above]

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

Annexure 1

CRITERIA/REQUIREMENTS			YES/NO	
Overall completeness of the response.				
Overall concurrence between EOI requirements				
Experience of Contractor				
Experience of key personnel				
Plant and equipment schedule				
Work that has been executed by Contractor in the past three years				
Signed Declaration of Eligibility				
KEY PERSONNEL				
Personnel	Experience	In Similar Works		
Site Agent	x > 3yrs	x > 1yrs		
Concrete Foreman	x > 5yrs	x > 3yrs		
Brick/Block Layer	x > 5yrs	x > 3yrs		
Carpenter	x > 5yrs	x > 3yrs		
Plumber	x > 5yrs	x > 3yrs		
PLANT/EQUIPMENT				
Light Duty Vehicle		1no.		
Concrete Mixer		1no.		
Poker Vibrator		1no.		
Walk Behind Roller (680mm)		1no.		
3 Phase Generator		1no.		
Scaffolding (1 ton)		1no.		
Ladder		1no.		
Road marking machinery		1no.		

