CONSTRUCTION OF MPAKA ICD SUGAR LOADING WAREHOUSE

REQUEST FOR TENDER NO.13/2025

Re-Advertisement

CONFIDENTIALITY

No part of this document may be disclosed verbally or in writing, including by reproduction, to any third party without the prior written consent of the Eswatini Railways. This document, its associated appendices, and any attachments remain the property of ESR and shall be returned upon request.

15/01/2025 Eswatini Railways

TABLE OF CONTENTS

	//ATIONS / ACCONDANC	
	VIATIONS / ACRONYMS	
	MPANY BACKGROUND	
1.1.	Introduction	
1.2.	ESR Values are:	
1.3.	Project Specifications	
1.3.1.		
1.3.2.	·	
1.3.3.	Major Items of Works	6
A).	Climatic Conditions	7
B).	Access	
C).	Nature of Ground and Subsoil Conditions	7
Na	tural Ground	
	nstruction Material	
D).		
E).	Access, Construction and Service Roads	
F).	Site Facilities Available	
,	urce of Water Supply	
	urce of Power Supply	
	cation of Construction Camp	
	commodation for Workers	
	Site Facilities Required	
•	•	
	mporary Offices	
	nitary Facilities	
H).	Features Requiring Special Attention	
	xibility of Construction Activities	
	ality control and quality assurance measures	
-	Site supervision and testing	. 10
J).	Ordering of accessories	
K).	Restriction on blasting	
L).	Site Meetings	
M).	Drawings	. 11
N).	Existing Services	. 11
O).	Survey Beacons	. 11
P).	Spoiling Locations	. 11
Q).	Ground Conditions	. 12
R).	Rejected work and materials	. 12
S).	Environmental Control	. 12
1.4.	Evaluation Criteria - Competencies and Expertise Required and Weigh	
	ation	. 24
1.5.	Financial Criteria in Emalangeni	
1.6.	Final Evaluation	
1.7.	Collection and Submission of Tender Documents	
	STRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR	. 21
	TION	28
2.1.	General	
2.1. 2.2.		
2.2. 2.3.	Completion of tender Documents	
_	Completion of tender Documents	
2.4.	Summary Prices/ Price list	
2.5.	Authority of tender	. 28



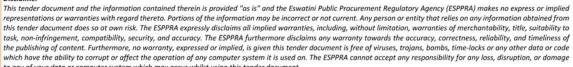
2.6.	Alterations and Modifications		28
2.7.	Errors		28
2.8.	Tender Bond		28
2.9.	Qualified Tenders		29
2.10.	Release of Tender Bond		29
2.11.		ents	
2.12.			
2.13.	•		
2.14.			
2.15.	U U		
2.16.	Tender Validity Period		
2.17.			
2.18.			
2.19.			
2.19.	Tender Price Summary		
2.20.	Tender Price Summary		
2.21.			
2.22.		sures to Promote Swazi Com	
2.23. 2.24.			-
		Railways	
2.25.			
2.26.		Contract	
2.27.		ontract	
2.28.			
2.29.			32
	NDITIONS OF CONTRACT		
3.1.	Definition		
3.2.	General Conditions and Notice		
3.3.	Tenderer not to sublet the cont		
3.4.	Variations		
3.5.	Payment Terms and Conditions		
3.6.	Exchange Rate		
3.7.	Breach of terms and conditions		
3.8.	Termination by ESR		33
3.9.	Resolution of Dispute		
3.10.			
3.11.	Contractor Liable for all Taxe	es, Duties, Fees, etc	34
4. FO	RM FOR TENDER BOND		35
	CLARATION OF ELIGIBILITY F		
	CHNICAL BID SUBMISSION FO		
7. FIN	IANCIAL PROPOSAL SUBMISS	SION FORM	38
8. BIL	L OF QUANTITIES		40
8.1.		OF QUANTITIES	40
8.2.	CONSTRUCTION INDUSTRY	COUNCIL LEVY PAYMENT	SCHEDULE.41
9. BIL	LS OF QUANTITIES		41
6.0	LS OF QUANTITIES TECHNICAL	BID	SUBMISSION
7.0	FINANCIAL	PROPOSAL	SUBMISSION
FORM		18	



ABBREVIATIONS / ACRONYMS

ESR – Eswatini Railways PO – Purchase Order GST – General Sales Tax VAT – Value Added Tax







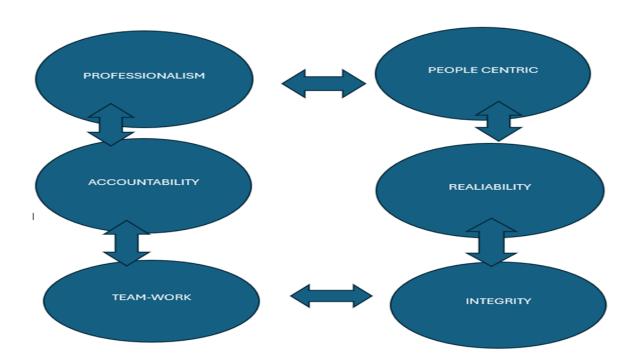
1. COMPANY BACKGROUND

1.1. Introduction

Eswatini Railways is a parastatal organization that provides transport services for import and export commodities as well as transit cargo. It is rated one of the best railways in the SADC region in terms of transit time, reliability, and predictability. It links Swaziland's main industrial centres with the railway systems of South Africa, Mozambique, and other SADC countries that trade with overseas markets. This railway owns and maintains the infrastructure, rolling stock and operates a 301km rail network.

ESR seeks to engage competent and suitable service provider for the Construction of the Mpaka ICD Sugar Loading Warehouse.

1.2. ESR Values are:



The value of accountability drives ESR to honestly adhere to a procurement process that is in line with international best practice, aimed at maintaining a fair and transparent tendering process. The tender document therefore includes all the necessary forms and conditions of contract and will therefore become the terms and conditions of contract once an award has been made.



1.3. PROJECT SPECIFICATIONS

1.3.1. Description of the Works

The operations at the Mpaka ICD require an extended shed to enable offloading bagged sugar on all weather conditions. Therefore, purpose of this tender is to procure a suitably qualified Structural Steel Fabrication, Fixing & Erection Works Specialists Works Contractors for the construction of 4080m2 **Sugar Loading Warehouse at Mpaka ICD.** The contractor must be registered with the construction Industry council (CIC) under category **BSe-1** and **BSe-3 Categories**, as required by law.

1.3.2. Scope of Works

Perform all earthworks, concrete work, blockworks, structural steel frameworks (fabrication and installation) work, and painting work, to name a few, as the full scope is detailed in the Project specification and BoQ. Bidders are also advised to read the attached drawings, as well as the project specification and the BoQ, to ensure that all requirements are met when preparing their bids for the works. The intended completion date is not more than 4 months from commencement date.

1.3.3. Major Items of Works

The major items of work to be executed under this contract include the following:

- i. The establishment of Contractor's camps and plant on site
- ii. Setting out of works including level control.
- iii. The relocation of and protection of existing services.
- iv. Clearing and grubbing of the areas on which construction is to take place.
- v. Construction of the building
- vi. Finishes
- vii. Electrical & Mechanical works.
- viii. Maintenance of the works for a period of twelve (12) months



PROJECT SPECIFICATIONS

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

This part of the Project Specifications deals with matters relating to the Standard Specifications. Where reference is made in the Standard Specifications to the Project Specifications, this part shall also contain the relevant information, e.g. the requirements where a choice of materials or construction methods are provided for in the Standard Specifications

A.1. Climatic Conditions

The project is located at Mpaka at Malindza and the Climatic conditions on the site are typical of those prevailing in the Eswatini Lowveld Region. Average annual rainfall is approximately 500mm of which the majority falls between October and March. Summer months are hot and humid with frequent rain whilst winter months are generally warm and dry.

A.2. Access

Access for construction to the site will be via the MR 3 road from Manzini to Siteki. Make a right turn after the Road Over Rail Bridge at Mpaka and immediately turn right to the Mpaka Station access road there will be a gravel road on your left take that road it will lead you straight to Mpaka ICD site.

A.3. Nature of Ground and Subsoil Conditions

Natural Ground

Essentially the soil conditions consist of very fine in-situ gravel material. The provision of this data does not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself concerning all matters relating to site soil conditions.

Construction Material

The Contractor shall be responsible for identifying sources of suitable borrow materials, obtaining the necessary permission and permits, and for payment of all royalties due on materials obtained on or off site. He will also be required to obtain approval from the Engineer for each source of materials as detailed in the relevant sections of these Specifications.

A.4. Royalties

Royalties are payable on sand, stone and gravel used for construction. Where royalties are paid by the Contractor, and they should be **included as a Provisional Sum in the tendered rates of which if exceeded shall not be paid unless authorized by the Engineer.**



A.5. Access, Construction and Service Roads

Any and all existing roads utilized for construction purposes shall be strictly maintained in their original condition. Should any road be damaged by the Contractor, it shall be immediately reinstated to its original condition at his expense.

Dust on site by the Contractor shall be suppressed through continuous watering.

The responsibility for ensuring that all anticipated costs in the above regard for all affected roads and access are included in this Quotation rests with the Bidder. The affected roads vary in typical standard, and both surfaced and unsurfaced roads are present. The Bidder shall make full allowance for this work in his Quotation submission and all costs shall be included in the listed items.

A.6. Site Facilities Available

Source of Water Supply

The Contractor will be required to make his own arrangements for obtaining both domestic and construction water.

Source of Power Supply

The Contractor will be required to make his own arrangements for a temporary electrical connection.

Location of Construction Camp

The Contractor's construction camp may be located in the vicinity of the area designated for such by the Engineer. The Contractor is to provide a separate fenced-off compound within this area.

Accommodation for Workers

Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

A.7. Site Facilities Required

Temporary Offices

Accommodation for the Engineer's staff is not required on site, however the Contractor shall provide a suitably furnished office, as part of his own establishment, for the conduction of site meetings.

Sanitary Facilities

The Contractor shall provide and maintain adequate ablution facilities, using chemical toilets with a flushing mechanism and a hand basin at the site camp for his employees and visitors.



A.8. Features Requiring Special Attention

Flexibility of Construction Activities

All construction activities are under the direct control of the Engineer and as such the Engineer has the right to instruct the Contractor to deviate/adjust/direct/modify the Contractor's schedule and/or activities to serve the best interest of the project. The Contractor shall be flexible and able to adapt to changing circumstances.

Quality control and quality assurance measures

It will be the full responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on Site. The Contractor shall submit to the Engineer for approval before the commencement of any major activity, his proposed quality control assurance methodology and proceedings to be observed during the Contract. Should the Engineer deem the QA system to be inadequate to ensure construction to specification, the Contractor shall adapt the system to conform. The Engineer shall audit the Contractor's QA system on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay on the project, or construction outside specification.

The Contractor shall keep a life cycle history, in check-list format, of the following aspects, inter-alia (The actions, tests, results, remedial measures etc taken and the dates on which they were executed shall be described)

1) Vegetation clearing.

Topsoil stripping: Conservation, stockpiling, reinstatement

thickness.

Services: Position, authority informed, damage,

protection.

Survey: Pre-excavation, setting out, ground levels.

Excavation: Width, profile, water,

Underground services Position, jointing invert level. Blocks/ Concrete works: Slump, cube strength, curing.

Roofing works

Flooring



Finishes

Electricals Quality, EEC approvals

Paintings

Plumbing Quality control test

Materials Compliance with specification.

Existing Services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to existing services caused by or arising out of his operations and any damage shall be made good at his own expense.

In as much as their positions are known, existing services will be indicated on the construction plans.

A.9. Site supervision and testing

The Contractor shall ensure that sufficient qualified and experienced supervisory staff, the required transport, instruments, equipment and tools are available to control his own workmanship. The Engineer or his representative will not act as foreman or surveyor and in instances where this should be required due to inadequate/inexperienced supervision, the cost thereof shall be borne by the Contactor.

The Contractor shall furnish the Employer and the Engineer with a list of addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted in an emergency both during and outside normal office working hours. This list will be required prior to any payments.

Key personnel listed above will be available for the duration of the Contract and may not be removed or re-allocated by the Contractor without the written permission of the Engineer.

A.10. Ordering of accessories

The Contractor shall check all dimensions and quantities shown on the drawings and/or in the Schedule of Quantities. The dimensions and quantities of all accessories shall be agreed upon between the Contractor and the Engineer before said accessories are ordered.

On acceptance of his Quotation the Contractor is to ascertain if all materials and equipment to be supplied can be obtained in South Africa and if not, the Contractor is to take steps to import the same so that the Works are not delayed. Delay in the Works owing to non-delivery of materials and equipment will not be considered a cause for delay in completing the Works.



A.11. Restriction on blasting

Blasting shall only be permitted on the instruction of the Engineer.

A.12. Site Meetings

The Engineer will hold regular site meetings and keep and circulate minutes. The Contractor shall attend and shall ensure that all Sub-Contractors are represented.

A.13. Drawings

All construction drawings issued from time to time must be properly mounted on suitable material and kept in a good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read must be replaced. All drawings issued for construction shall have the date of issue clearly stamped on, the receipt thereof shall be acknowledged in writing by the Contractor.

Any errors due to misreading of damaged or obscured drawings or superseded drawings shall be made good by the Contractor at his own expense. The Contractor shall keep a register of drawings of the Site which shall be brought up to date, at least once a week. Any drawings required must be brought to the attention of the Engineer, in writing, at least one month in advance of date required.

A.14. Existing Services

The Contractor shall obtain copies of record drawings showing the location of services from all the relevant authorities and all services indicated on these plans shall be deemed to be indicated on the Contract drawings as per the standard specifications.

The Contractor shall take particular care to avoid damage to all services on the site and shall carefully expose existing pipes and underground cables at intervals so as to determine their exact depth and location before commencing excavation in the immediate vicinity.

A.15. Survey Beacons

All known survey beacons will be shown to the Contractor on site at the handover meeting and noted.

A.16. Spoiling Locations

Contractor will be required to identify suitable spoiling locations and obtain permission for their use. He will also be responsible for meeting all costs arising from the use of a particular dumping site.

The Contractor is to obtain approval from the Engineer for the use of each spoiling location before utilising it.



A.17. Ground Conditions

The Contractor will be responsible for keeping excavations free from ground water and for the safety of such excavations.

A.18. Rejected work and materials.

Materials which do not conform to the requirements of the Contract Document, are not equal to samples approved by the Employer or Engineer or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work, whether as the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Employer or Engineer, and the work shall be re-executed by the Contractor. The fact that the Employer or Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Such remedial work shall be for the Contractor's account and no claims for extras or extension of time shall be entertained.

A.19. Environmental Control

The following generic environmental control measures are required to be implemented by the Contractor.

i). General

The Contractor will be held responsible for any claims or damages resulting from incidents such as the following:

- Excessive dust. Final effluent may be used for dust control.
- Burning of the veld or grazing.
- Damage to fauna and flora.
- Damage to private or rented property.
- Damage to existing or new structures and services.
- Uncontrolled dumping.
- ❖ Damage to the works being carried out by subcontractors.

The contractor shall plan and conduct all his construction activities in such away that the above incidents are avoided at all costs.

No burning of the trees and timber will be allowed on the Site. All necessary precautions must be taken to ensure that acceptable noise levels are adhered to.

ii). Alien weed management and land rehabilitation

Weeds present a threat to the natural vegetation of an area. The control of the most aggressive weeds Lantana camara, Acacia mearnsii (wattle) and Eucalyptus spp. (gum) would initiate the rehabilitation process and also help reduce the rate of spread into surrounding areas.

The further spread of Lantana camara, Acacia mearnsii (wattle) and Eucalyptus spp. (gum) into the surrounding vegetation needs to be

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timelines of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

prevented Refer to the Alien Weed Atlas for Swaziland and the Working for Water website for details and advice on alien weed control.

http://www.kbraunweb.com/alienplants/specieslist

iii). Other generic mitigation measures include:

The Contractor shall minimize the areas of disturbance outside of the construction areas.

Avoid clearing any trees over 5m in height.

The Contractor shall ensure that any topsoil and subsoil excavated during construction, is stockpiled.

The Contractor shall ensure that runoff water exiting the project area is done so in a non-erodible manner with stones pitched or concreted drains all the way to the edge of the property and then a miter drain to spread the discharge in a non-erodible manner. All culvert outfalls must be protected by rock fill (or similar) to minimize erosion.

Both headwalls of the culverts are to be protected from erosion (usually achieved with use of blocks or natural materials)

The Contractor shall ensure that all disturbed areas are rehabilitated as soon as the disturbing force has been removed.

If any activity causes complaints from neighboring residents, the Contractor shall investigate the source of the noise causing the complaint and make counteractive measures to reduce the level of the noise to an acceptable level.

As part of the project and Contractors environmental responsibility, rehabilitation of all disturbed areas shall be carried out by the Contractor. Such areas include the access roads, Contractors camp and borrow areas.

The Contractor shall make available rubbish bins at the Contractors site offices and works areas. Arrange for the regular removal of collected refuse to the refuse dump. Collected waste is to be burned regularly to keep volumes down and sanitized. The rubbish pit is to be fenced off to prevent scavengers from gaining entry.

Contractor is to ensure that workers receive consistent education from the Family Life Association of Swaziland (FLAS) or other suitably experienced NGO on HIV/AIDS/STDs; freely available condom supplies to be maintained on site.

The Contractor is responsible for the health and safety of his employees and as such must abide by all employment, health and safety regulations that currently govern this type of project. All disciplinary matters must be handled by existing legal structures.

All temporary structures and their foundations used in any of the construction activities must be removed and disposed of in an approved manner

The costs associated with the above generic environmental specifications and all other reasonable environmental controls required to ensure a clean, healthy and sustainable environment shall be deemed to be included in the tendered rates.

B.1. PRELIMINARIES

Agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contract Committee July 2007 edition 5.0 code 2101 The ASAQS Preliminaries (November 2007 Edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated herein.

Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents. Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable".

B.2. PREAMBLES FOR TRADES

The Model Preambles for Trades (1999 Edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these Bills of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in these Bills of

Quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles. The contractor's prices for all items throughout these Bills of Quantities must take

account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.

B.3. PRINCIPAL BUILDING

AGREEMENT

Definitions (A1)

Definitions and Interpretation

Objective and Preparation (A2-A14)

Offer, acceptance and performance obligations

Documents

Design Responsibility

Employer's Agents

Contractor's Site Representative

Compliance with laws and regulations

Works Risk

Indemnities

General Insurances

Special Insurances

Effecting Insurances

Assignment

Security

Execution (A15- A23)

Preparation for and execution of the works

Site and Access

Specific security and access restrictions apply. Refer Section C of Preliminaries.

Contract Instructions Supervision by the Principal Agent and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work.

Supervision shall not in any way relieve the contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract. Although the principal Agent and the other Agents will

make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions levels and positioning for all items is the contractors responsibility and should any errors occur during the course of or be found after completion of the Works, the cost of remedying same will be for the Contractor's account.

B.4.Setting out of the Works

The contractor shall notify the principal agent if any encroachments of adjoining buildings, structures, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.

B.5.Final Completion

Nothing in clause 26 shall be construed so as to restrict or remove in any way the contractor's liability for any latent defects and any insufficiencies in the works or materials nor to prescribe the employers common law rights in any way.

B.6.Latent defects liability period

Sectional Completion Revision of date for Practical completion. The removal and replacement of materials and/or workmanship that do not conform to the description shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum.

Penalty for late or non-completion Payment (A31- A35)

Interim Payment - Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorised for payment.

Material on site shall be paid to the maximum as determined by the Employers Financier.

Clause 31.9: Replace "seven (7) calendar days" with "fourteen (14) calendar days."

Adjustment to the Contract Value All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor. Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the Final Payment Certificate, it shall be in writing. CPAP is not applicable.

Recovery of expense or loss

Final Account and Final Payment

Payment to other parties

Termination (A36- A39)

Termination by Employer - Contractor's default

Termination by Employer - Loss and damage

Termination by Contractor - Employer's default

Termination - cessation of the works

Disputes (A40) Settlement of Disputes

Clause 41.0 - Post Tender Provisions - The required post tender information shall be inserted in the post tender provisions after consultation with the contractor.

Contract Agreement (A41-A42) Clause 42.0 - Contractual Agreement. The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties.

B.7. PRELIMINARIES

Definitions and interpretation

Clause 1.0 - Definitions and interpretation Documents

Clause 2.1 - Checking of documents

Clause 2.2 - Provisional bills of quantities

Page 17

These bills of quantities are in multiple procurement format - are provisionally measured and the subsequent trades are budgetary allowances and selected/ nominated subcontract amounts.

Clause 2.3 - Availability of construction documentation the budgetary allowances and Selected/nominated subcontract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of subcontractors during the construction period.

Previous work and adjoining properties

Clause 3.1 - Previous work - dimensional accuracy

Clause 3.2 - Previous work - defects

Clause 3.3 - Inspection of adjoining properties Samples, shop drawings and manufacturer's instructions

Clause 4.1 - Samples of materials

Clause 4.2 - Workmanship samples

Clause 4.3 - Shop drawings

Clause 4.4 - Compliance with manufacturer's instructions Deposits and fees

Clause 5.1 - Deposits and fees

Temporary services

Clause 6.1 - Water

Clause 6.2 - Electricity

Clause 6.3 - Telecommunication facilities

Clause 6.4 - Ablution facilities

Prime cost amounts

Clause 7.1 - Responsibility for prime cost amounts Special attendance on n/s subcontractors

Clause 8.1 - Special attendance General

Clause 9.1 - Protection of the works

Clause 9.2 - Protection/isolation of existing/sectionally occupied Works

Clause 9.3 - Security of the works

Clause 9.4 - Notice before covering work



This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

Clause 9.5 - Disturbance

Clause 9.6 - Environmental disturbance

Clause 9.7 - Works cleaning and clearing

Clause 9.8 - Vermin

Clause 9.9 - Overhand work

B.8.Schedule of variables

Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given in Section 2: "Contract Data EC"

B.9.SPECIFIC PRELIMINARIES

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor.

B.9.SHOP DRAWINGS

The contractor and/or nominated/selected sub-contractor shall prepare and submit, at his own expense, three (3) copies of shop drawings of all fabricated work, working or setting out drawings shop details and schedules to the principal agent for approval prior to commencement of manufacture. Correction of shop drawings shall not constitute a change in scope of work unless the contractor notifies the principal agent in writing within seven (7) days and shall not proceed with fabrication until so authorized by the architect.

B.10.SAMPLES

Samples are physical examples furnished by the contractor to illustrate materials, equipment or workmanship and to establish standards by which the work will be judged. He contractor shall furnish without delay such samples and "mock ups" as may be called for by the architect who may reject all material and workmanship not corresponding with the approved samples. Samples must be submitted in duplicate or as instructed and must allow a reasonable time for their consideration. Samples must be properly labelled with the project name and location, contractor's name, the type, finish composition of materials date of submission and the contract document reference in which the project is identified.

B.11.OVERTIME

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

B.12.CO-OPERATION OF CONTRACTOR FOR COST CONTROL

It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost control in an effort to prevent the final building cost from exceeding the budget. It is specifically agreed that the professionals and the contractor will endeavor to agree and sign off variations within sixty days of them arising.

B.13.PROPRIETARY BRANDED PRODUCTS

The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instruction after consultation with the manufacturer's authorized representative.

B.14.AS-BUILT DRAWINGS

The position of construction breaks, and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and at imeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

B.15.SITE INSTRUCTIONS

Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.

B.16.LABOUR RECORD

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.

B.17.PLANT RECORD

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

B.18. OCCUPATIONAL SAFETY AND HEALTH ACT (Act 85 of 2001)

Compliance with the current Occupation Health and Safety Act and all relevant and applicable regulations, especially the Construction Health & Safety Act, (as amended) for the duration of the contract.

B.19.HIV AND AIDS POLICY

Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment and observation.

B.20.PROPRIETARY BRANDED PRODUCTS

The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.

B.22.NON CESSION OF MONIES

The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract and no purported cession or assignment will be recognised without the written consent of the employer.

B.23.INSPECTION BY ARCHITECT

The Architect shall make such visits to the Works as he may from time to time deem necessary. In the event of any matter arising which the Contractor considers of such importance that the Architect must be consulted, every reasonable attempt shall be made by the Contractor to communicate with him before proceeding with the point at issue. It must, however, be borne in mind that the Architect is employed, to ensure correct compliance with the terms of this contract, proper building procedures in accordance with the best traditions of the various trades and adequate finishes as specified and to his satisfaction. The Architect is thus in no way responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any local regulations. The Contractor therefore remains at all times responsible for any neglect, deviation or wrong act, whether the same be discovered before or after the final certificate, or any other certificate is issued.

B.24.SETTING OUT OF BUILDINGS

A registered Land Surveyor shall set out the works, gather all relevant data such as datum levels, platform heights etc. and hand this information to the Principal Agent in an electronic format. The contractor shall submit on a weekly basis and updated "Schedule of Information Required" to all parties concerned, indicating dates upon which such information and details are required in relation to the building programme. Timeous advanced notice is to be given by the contractor for information or drawings which are required on site. The contractor shall be responsible for the timeous notification to the Quantity Surveyor to enable him to call for tenders for all work to be executed by selected sub-contractors and shall, therefore, notify the quantity surveyor in writing at least fourteen (14) days prior to required availability date of these tender documents. No claim whatsoever will be afterwards admitted due to the contractor having failed to comply with this condition.

B.25.DRAWINGS AND DIMENSIONS

Upon receipt of detail drawings for any works, the contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings

correspond with the dimensions of any work already built. In the event of a discrepancy between the detail drawings and the work already built, the discrepancy, shall be brought to the principal agent's attention who shall decide the procedure. All drawings, whatever their origin, are to be issued to the site, or to any other designated person or persons, only through the principal agent's office and shall bear the principal agent's office stamp and signature. An up-to-date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorised drawings, the cost of rectifying such work shall be for the contractor's account. All drawings used on the works shall be properly mounted on suitable sheet material, or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the principal agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.

B.26.INJURY TO PERSONS OR PROPERTY

The Contractor shall in terms Occupation Health and Safety Act and all relevant and applicable regulations, especially the Construction Health & Safety Act, (as amended) for the duration of the contract.

B.27.MEDIA RELEASES, ADVERTISING, ETC

All right of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the employer. The contractor, together with his sub-contractors shall not, without the written consent of the employer, use any statement or advertisement to be printed, screened or aired by the media.

B.28.SECURITY

The site is within a security village. The contractor will be subject to the rules of the estate as it may apply and change from time to time. Working hours are restricted. The current all applicable rules form part of this tender document and is attached. Workers, supervisors, suppliers, sub-contractors may be required to register and pay for a contractor's access card

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

B.29.PRIME COST AMOUNTS

Notwithstanding any information to the contrary in the contract document or preliminaries, references to "Prime Cost" or "PC" shall mean the cost at which an item or material is obtained inclusive of delivery to site and exclusive of value added tax. Unless otherwise stated installation is not included in the Prime Cost and the contractor is to include this in his rate. The prime Cost does not include any allowance for wastage and refers to cost per net measurable unit. The contractor is to allow for wastage, shrinkage, bulking etc. The contractor to include in his tender price for the enrolment procedure, obtaining of and attending to the signing of the necessary forms and all administrative matters.

B30 PERFORMANCE GUARANTEES

The Standard Form of Performance Security acceptable to the Employer shall be a **Bank Guarantee of 10% or a Performance Bond of 10%** of the Contract Sum, respectively.

1.4. Evaluation Criteria - Competencies and Expertise Required and Weigh Allocation

DESCRIPTION		POINTS
A. Re	sponsiveness of Tender (Yes/No)	
Requ	ired documentation to be submitted.	
i.	Company Profile, Form J or equivalent for foreign registered	
	companies,	
ii.	Copy of Certificate of Incorporation.	
iii.	Original/Valid Tax Compliance Certificate.	
iv.	Certified copy of VAT Registration Certificate.	
V.	Certified copy of valid certificate of registration with CIC.	
vi.	Declaration of Eligibility; Technical Bid Form; and Financial	
	Proposal Submission Forms.	Yes/No
vii.	Police Clearance or Affidavit of Non-Conviction for Company	1 63/140
	Directors.	
viii.	Audited Financial Statements not older than 12 months on the date	
	of submission of this Tender.	
ix.	General receipt for purchase of tender document or proof of	
	purchase of tender document.	
X.	A E50, 000.00 Tender Bond.	
xi.	Financial Proposal in A Separate and Sealed Envelope Marked	
	"Financial Proposal"	

Page

xii. Technical Proposal – To include detailed Item Specifications.	
xiii. Banking Details xiv. A Power of Attorney (Letter confirming name(s) of person(s)	
authorized to sign on behalf of the company).	
xv. Valid ENPF Compliance Certificate.	
xvi. Valid Labour Compliance Certificate.	
B. Technical Capability and Availability of Resources	
(i) General Construction Experience of Contractor:	
The Contractor must have successfully completed at least three	
(3) construction projects in the last five (5) years from date of	40
submission, each with a value of at least E10, 000, 000.00 (ten	10
Million Emalangeni Only). The Bidder must submit copies of completion/final acceptance letters signed by the Employer's	
Representative.	
(ii) Specific Construction Experience:	
The contractor must have participated in at least one (1) project of the same nature and complexity (general building construction).	
the same nature and complexity (general building construction and steel fabrication) implemented during the last three (3) years,	
with a value of at least E1,000,000.00 (One Million Emalangeni	
Only). Similarity shall be determined based on the physical size,	25
complexity, construction methodology or technology as described	25
in the title of the contract.	
 Proof of relevant experience by providing three reference letters with contact persons and contact numbers. 	
NB: ESR reserves the right to contact any of the references listed.	
(iii) Contractor's Personnel:	
The Bidder must demonstrate that it has qualified personnel with the	
recent experience for the key positions that meet the following criteria,	
and that the nominated personnel confirm their availability to the contract	
for its full duration.	
Key Personnel and Points allocation:	
1. Contract Manager (10 points)	
2. Site Agent (5 points)	25
3. Concrete / Earthworks Foreman (5)4. Safety, Health, and Environment Officer (5 points)	
Jaioty, Jainet, and Environment Smoot (o points)	
CV's and Academic Certificates are be attached as proof of qualification.	
The personnel mentioned in 1 and 2 above must have a minimum	
Degree a in Civil Engineering and over 10 years' experience as contract manager and site agent. Both Site agent and the Contracts Manager	
should have a steel structural background experience.	

No. 3 must have minimum of a diploma in civil engineering and over 10 years of industrial experience in civil engineering.	
No 4 must have a minimum of a Degree in Environmental Science/Health and must have at least an over five years industrial experience working as SHEQ or related field.	
(iv) Contractor's Equipment:	
The Bidder must demonstrate that it owns or has the ability to hire the following key equipment and confirm its availability for the entire duration of the contract.	
 4-ton truck (3 points) Concrete Mixer (2 points) Minimum a 15-ton crane (5) Earthworks equipment – minimum a 6m3 truck and a TLB (5) 	15
The above listed Plant and Equipment must be supported by proof of ownership documents or lease agreement (proof of ownership /lease must be attached).	
(v) Works Programme: A work plan (works programme) with brief descriptions of the main tasks, showing the sequence and proposed timetable for implementing the tasks. The Bidder must submit a comprehensive method statement, with drawings if necessary, showing the methods by which, it proposes to carry out the works. In particular, the Bidder must indicate the critical milestone bar chart showing all activities falling within the critical path. The work plan must indicate a maximum duration of four (4) consecutive calendar months.	10
 Programme of works indication a duration of not more than 4 months (3 points) A critical milestone bar chart detailing activities on critical path (3 points) Method statement (4 points) 	
A Swazi owning a minimum of 60% shares of the company registered in Eswatini. Foreign companies are advised to partner or form a joint venture. with a Swazi company registered in Eswatini.	5
NB: A proposal with a score less than 70% (minimum technical qualifying mark) of the total points allocated above shall be disqualified and eliminated from further evaluation.	

1.5. Financial Criteria in Emalangeni

 The pricing must be comprehensive and clearly showing all taxes to be charged, total price, the on-going costs including any basis of escalations, penalties and/ or discounts should be identified and considered, other related charges, and payment terms.

• The following evaluation formulae shall be used in the allocation of scores:

Ps = <u>Lowest price</u> x Total Points Bid price.

Where:

Ps - Points scored for bid under consideration.

1.6. Final Evaluation

The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the supplier with the highest score shall be recommended for award.

The weights to be used for the technical evaluations are as follows.

a. Technical – 70%

b. Financial – 30%

1.7. Collection and Submission of Tender Documents

The Tender documents are obtainable at a non-refundable fee of E1 500.00 at Eswatini Railways Head Office, Accounts Section from **22**nd **January 2025 from** 09:00am and 15:30hours. Documents are also downloadable at ESPPRA website, www.sppra.co.sz or ESR website at www.eswatinirail.co.sz

Payment should be made at the bank:

Banker: Eswatini Railways

Bank: Nedbank

Account Number: 20000002594

Branch Code: 360164

1.8. Compulsory Site Inspection

A site inspection is scheduled for Tuesday, 28th January 2025 at 1000 hours, to take place at Mpaka ICD. All bidders are strongly encouraged to participate in the mandatory site inspection.

Submission of Bids shall close punctually at 11h30 on 19th of February 2025 in the tender box located at the main entrance of the Eswatini Railways Head Office in Mbabane at Reception. The documents should be submitted in a plain sealed envelope clearly marked "Tender No.13/202 -Construction of the Mpaka ICD Sugar Loading Warehouse-Re_Advert" and must not bear any name or mark which would identify the Tenderer.



Disclaimer

2. INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.1. General

The tenderers attention is drawn to the following notes, which IF NOT COMPLIED WITH MAY CAUSE THE TENDER TO BE REJECTED.

2.2. Compliance with Instructions

The tender shall be submitted in accordance with the following Instructions as detailed below.

2.3. Completion of tender Documents

The tender documents shall be completed as issued to the tenderer. The tender shall be signed and witnessed, and all information required filled in by the Tenderer.

2.4. Summary Prices/ Price list

The tenderers must insert their price list or summary sheet including all delivered prices of all products specific to Railway. The prices must include all costs. Tender documents should include separate financial proposal in a sealed envelope separate from the technical proposal.

2.5. Authority of tender

The tender must be signed by a duly authorized representative and the evidence to that effect should be provided in a form of Board Resolution.

2.6. Alterations and Modifications

Tenders shall be completed and submitted as printed. No alterations or medications shall be made to the tender documents. Tenderers shall use the original tender documents, failure to comply, will disqualify the tenderer. Tenderers shall comply entirely with the terms of the tender documents.

2.7. Errors

There shall be no erasing/tip-pexing or over writing. Any mistake made shall be neatly cancelled and initialled by the tenderer.

2.8. Tender Bond

To secure due performance by the Tenderer of the obligations undertaken by them, Tenders must be accompanied by a Tender Bond in the sum of the amount as stated on the Form of Tender Bond bound into the back of this document. The whole of the Tender Bond shall be forfeited should the Tenderer withdraw the whole or any part of his tender during the Tender validity period. An institution registered or licensed to do business in the Kingdom of Eswatini shall furnish the security. No tender will be considered unless it is accompanied by an approved Tender Bond.

Page 28

Disclaime

2.9. Qualified Tenders

- a) A tender will be considered fully responsive if it contains no conditions and / or qualifications.
- b) Tenderers who choose to include conditions and / or qualifications must also include an assessment of the implications such conditions and/or qualifications may or will have in terms of quality of service/product(s), time constraints and cost. A failure to comply with this requirement shall result in the tender being rejected.
- c) Tenderers shall be notified in writing of any condition and / or qualification that is unacceptable to the ESR. The Tenderer shall be afforded an opportunity to withdraw such condition and / or qualification if it has no material bearing on the terms and conditions of this instruction document.

The ESR reserves the right to only consider tenders that have no conditions and / or qualifications.

2.10. Release of Tender Bond

For the unsuccessful tenderers, the Tender Bond will be released as soon as the tender has been awarded.

For the successful tenderer, the Tender Bond will only be released upon the signing of the Contract and when a performance bond has been received by Eswatini Railways. The successful tenderer shall be required to extend the validity of the Tender Bond accordingly upon award as this may change to become his Performance Bond.

2.11. Issuing of Additional Documents

If for any reason during the tender period it becomes necessary to vary the tender documents an addendum will be issued to all tendering Tenderers (for this reason Tenderers' address, telephone, telefax and contact person should be left with ESR when documents are collected).

Should any Tenderer have any queries about the tender, he should refer them in writing to tenders@swazirail.co.sz not later than the 5th of February 2025. All responses shall be shared with the tenderers by the 12th of February 2025.

2.12. Incomplete Tenders

Tenderers must complete all required information to the tender. Tenders which are incomplete (i.e., leaving blanks and or not supplying information as required will **NOT** be considered.

2.13. Services Required.

The Eswatini Railways considers quality of service very important as poor-quality service has a lot of hidden operational costs which are costing the Railway a lot of money. Failure to adhere to all the conditions on quality may lead to outright

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

termination of the agreement and blacklisting from further participation in ESR tenders.

2.14. Language of Tender

All correspondence shall be in English.

2.15. Laws of Eswatini

Tendering Companies are advised to familiarise themselves with the Laws of Eswatini e.g., Procurement act, customs, immigration, taxation, and labour laws.

2.16. Tender Validity Period

Tenders shall remain valid and open for acceptance for ninety (90) days from the date of Tender opening.

2.17. Currency

The Tenders shall be priced in Emalangeni. Payment to the successful tenderer will be in Emalangeni only.

2.18. Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders, the ESR is not bound to accept the lowest priced or any tender but a tenderer who is technically responsive and obtains a highest combined score will be awarded contract.

2.19. Expenses of Tender

The ESR will not be responsible for the expenses, which may be incurred by the Tenderer in the preparation of the Tender.

2.20. Tender Price Summary

Tenderers must present their financial proposal separate from the technical proposal and failure to do so shall cause the tender to be rejected.

2.21. Tender Price Summary

2.22. Submission of Tender

The Tenderer must return tender document consisting of:

- xvii. Company Profile, Form J or equivalent for foreign registered companies, Copy of Certificate of Incorporation.
- xviii. Original/Valid Tax Compliance Certificate.
- xix. Certified copy of VAT Registration Certificate.
- xx. Certified copy of valid certificate of registration with CIC.
- xxi. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms.
- xxii. Police Clearance or Affidavit of Non-Conviction for Company Directors.
- xxiii. Audited Financial Statements not older than 12 months on the date of submission of this Tender.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

- xxiv. General receipt for purchase of tender document or proof of purchase of tender document.
- xxv. A E50,000.00 Tender Bond.
- xxvi. Financial Proposal in A Separate and Sealed Envelope Marked "Financial Proposal"
- xxvii. Technical Proposal To include detailed Item Specifications.
- xxviii. Banking Details
- xxix. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).
- xxx. Valid ENPF Compliance Certificate.
- xxxi. Valid Labour Compliance Certificate.

to arrive not later than the date specified in the tender notice or by hand to the ESR Headquarters, Dzeliwe Street, Mbabane building in at the time and the date indicated. The documents should be forwarded in a plain sealed envelope bearing the Tender Number and Tender title on the top left-hand corner and must not bear any name or mark, which would identify the Tenderer. The RFT's will be opened publicly.

2.23. Non-Discrimination and Measures to Promote Swazi Companies

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 and registered with the Construction Industry Council (CIC) of Eswatini. Tenderers are to adhere all requirements of the Construction Industry Council Including the levy regulations of 2016.

2.24. Contact Person at Eswatini Railways

Information concerning the tender document can be obtained from: The Secretary of the Tender Board, Eswatini Railways, and P. O. Box 475, Mbabane, ESWATINI. TELEPHONE: 2411 7400; FAX: 2411 7499. Emails can be sent to: Tenders@esr.co.sz

2.25. Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

2.26. Notice of Intention to Award Contract

An intention to award notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores shall be communicated to all tenderers who submitted tenders. The notice of intention to award will be sent to all tenderers who submitted their bids and published to the ESPPRA website at least 10 working days before the contract award.

2.27. Instructions as part of the Contract

The above-mentioned instructions will form part of the contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and implies of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

2.28. Tender Withdrawal, modification, or substitution by tenderers

Tenderers will not be permitted to change the substance of their offers after the tender box has been opened. Tenderers may modify or withdraw their bids after submission, provided that a written notice of modification is received by ESR prior to the deadline for its submission. A withdrawal notice may also be sent to Tenders@esr.co.sz, but followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.

2.29. Fraudulent practice

Tenders and their officers, employees, agents, and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the ESR may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenderers.

Any collusion amongst Tenderers or between Tenderers and ESR personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the ESR employee. The tender, or contract if it has been concluded already, will be declared invalid if ESR determines that the Tenderer, or any person acting on his behalf, has offered, promised, or given a bribe, gift or other inducement to an officer or employee of ESR with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to ESR to show that:

- It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task.
- It has adequate financial stability and status to meet stipulations under the contract. It is financial solvent and without current judgment or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.
- It has a qualified and experienced team assigned for the work under this tender.

Tenderers are advised to provide all relevant information as required.

3. CONDITIONS OF CONTRACT

3.1. Definition

"Purchaser" is Eswatini Railways (ESR).

"Days" refer to calendar days.

3.2. General Conditions and Notices

ESR shall be hereinafter referred to as Employer and the successful tenderer (i.e. the tenderer in whose favour the contract may be awarded) shall be hereinafter

referred to as the contractor. To which a contract of Services shall be issued with key performance indicators. Further any notice or other communication whatsoever which ESR is required to give or make to the Tenderer in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Tenderer at the last place of abode or business of the Tenderer and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

3.3. Tenderer not to sublet the contract.

The contract shall be considered as a contract made in Eswatini and subject to the "Law of Contract" in Eswatini.

The Tenderer shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract without the previous consent in writing of ESR.

3.4. Variations

The price per item shall not be subject to any adjustment whatsoever during the contract period.

3.5. Payment Terms and Conditions

Payment will be affected on a monthly or annual basis against statements which should be delivered within 30 days before the elapse of the period of cover. Payment will be made within 30 days for the date of the Engineer's approval of the receipt of statement.

3.6. Exchange Rate

Currency fluctuations in the exchange rates between Emalangeni / Rand and the currencies used to purchase imported items quoted in the tender documents shall not affect the prices specified cover.

3.7. Breach of terms and conditions

In case the bidder shall be in breach of any of the terms and conditions of this agreement.

3.8. Termination by ESR

ESR, may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the insured.

3.9. Resolution of Dispute

ESR and the Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

3.10. Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the purchaser and the seller have been unable to resolve amicably a contract dispute be referred for adjudication or arbitration in accordance with the laws of Eswatini.

3.11. Contractor Liable for all Taxes, Duties, Fees, etc.

The Tenderer shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted service to the Insured.

4. FORM FOR TENDER BOND

WHEREAS Messrs	
of(Name and address of Ter Hereinafter referred to as the "Tenderer" has o	nderer)
Submitted his Tender/RFP for Tender No. 13 Sugar Loading Warehouse-Re_Advert	-2025 – Construction of Mpaka ICD
AND WHEREAS the said Tenderer has unsubmitted for a period of ninety (90) calends hereinabove stated, or such other period a Eswatini Railways, represented by the Chief Eand the Tenderer, and notified to us by the ESI	ar days from the date of submission s may mutually be agreed between Executive Officer of Eswatini Railways
NOW, WE, (Name and address of Financial Institution rehereby guarantee and undertake to pay to the writing and without reference to the Tende EMALANGENI (E50, 000.00).	account of the ESR on first demand in
PROVIDED THAT a) This Tender Bond remains valid, and	
b) The ESR declares in writing that the undertaking that the Tender shall remain ope period or that the Tenderer is unwilling for stated) to abide by his Tender or enter into a the RFP document.	en for acceptance within the specified some reason (which shall be clearly
This Tender Bond shall remain val	id in the first instance until
(calculated as Ninety (90) calendar days from Tender) and will be extended upon written approximately working day in advance of the last date of valid	oplication by the ESR at least one (1)
(Authorised Signature)	(Date)
(Name of Signatory)	(Seal/Stamp of Financial Institution)
(Position of Signatory)	

5. DECLARATION OF ELIGIBILITY FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER Eswatini Railways PO Box 475 Mbabane H100 Eswatini

Dear Sir,

RE: Tender No: 13 of 2025 - Construction of Mpaka ICD Sugar Loading Warehouse- Re_Advert

We, hereby declare that:

- a) We, have a legal capacity to enter the contract;
- b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings;
- d) We do not have a conflict of interest in relation to the procurement requirement.
- e) We have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.
- f) We are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name):		
Signature:	Date:	



6. TECHNICAL BID SUBMISSION FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER **Eswatini Railways PO Box 475** Mbabane H100 Eswatini

Dear Sir,

RE: Tender No:13 of 2025 - Construction of Mpaka ICD Sugar Loading Warehouse-Re Advert

I, the undersigned declare that:

- (a) I, the undersigned, offer to provide the above services in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
- (b) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.
- (c) If negotiations are held during the period of validity of the Proposal as indicated in Section I, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.
- (d) We, undertake, if our proposal is accepted, to initiate and complete the provision of the services in accordance with your requirements.
- (e) We understand that Eswatini Railways is not bound to accept the lowest or any proposal.

Yours Sincerely,		
Authorized Signature	:	
Full Name	:	
Title of Signatory	:	

7. FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal.] The bidder must provide a signed declaration in the following format in company letterheads:
[Name of Bidder, Address, and Date]
TO: THE CHIEF EXECUTIVE OFFICER Eswatini Railways PO Box 475 Mbabane H100 Eswatini
Dear Sir,
RE: Tender No: 13 of 2025 - Construction of Mpaka ICD Sugar Loading Warehouse-Re_Advert
I, the undersigned declare that:
I, offer to provide the above goods / services in conformity with the Request for Tender at $$
A total value of (Numerical – specify currency); in
words
(b) A detailed financial proposal is attached;
(c) The proposal will be valid for a period of (numerical) / (words) calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.
(d) I, understand that you are not bound to accept any proposal that you receive;
Yours Sincerely,
Authorized Signature :
Full Name :

Γitle of Signatory	
--------------------	--

8. BILL OF QUANTITIES

8.1. PREAMBLES TO SCHEDULE OF QUANTITIES

- 1. The General Conditions of Contract together with the Specifications, Special Provisions and the Drawings shall be read in conjunction with the Schedule of Quantities and in so far as they have any bearing shall be referred to for details of the description, quality, test and strength of material used and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract.
- 2. The cost of complying with all conditions, obligations and liabilities described in the General Conditions of Contract, Specification and Project requirements and Particular requirements and Particular Specifications and in the Schedule of Quantities, including all overhead charges and profit, costs and expenses that may be required in and for carrying out the work as shown on the drawings shall be deemed to be spread over and included in the prices or sums stated by the Contractor in the Schedule of Quantities.
- 3. Each item shall be priced and extended to the Amount column by the Contractor with the exception of the items for which a rate only is required, or which already have Provisional Sums attached thereto. If the Contractor omits to price any items in the Schedule of Quantities, then the cost of the work of such items shall be held to be spread over and included in the prices given on other items of work.
- 4. The quantities of work and materials set forth in the Schedule of Quantities are estimates only and are not to be considered as limiting nor as extending the amount of work to be done and material to be supplied by the Contractor. The works as completed in accordance with the Contract shall be measured and paid for as described in the Schedule of Quantities and in accordance with the General Conditions of Contract, Specification, Project Requirements and

Particular Specifications.

5. The units of measurement described in the Schedules of Quantities are metric units.

Abbreviations used in the Schedule are as follows:

km = kilometre m = metre

m2 = square metre

m3 = cubic metre

No. = number

kg = kilogram

t = ton = 1000 kg

I = litre

ha = hectare

hr = hour

All rates and sums of money quoted in the Schedule of Quantities shall be in Emalangeni.

6. In the event of errors of extension or addition in the priced schedule of Quantities, the rates quoted will be taken as correct.



8.2. CONSTRUCTION INDUSTRY COUNCIL LEVY PAYMENT SCHEDULE

1. Reference is made to the CIC Levy Regulation of 2016, procedure, rules, terms, and conditions for levy payment obtainable at the CIC website at www.cic.co.sz.

The table below informs bidders on the levy payment schedules. Levy Payment Schedules as gazetted by the Minister of Public Works and Transport as of 10 October 2016.

Minimum Project Cost (E)	Maximum Project Cost (E)	Levy Payable (%)
0	2 000 000.00	1
2 000 001	5 000 000.00	0.8
5 00 001	10 000 000.00	0.75
10 000 001	15 000 000.00	0.6
15 000 001	No Limit	0.5

2. Tenderers are advised to consult with the CIC, and ESR will not be held accountable for the accuracy of the information provided in the table above for levy payment schedules.

9. BILLS OF QUANTITIES

Item No		Unit	Quantity	Rates	Amount
110	BILL NO. 1 PRELIMINARIES				
	SCHEDULE OF CONDITIONS OF BUILDING CONTRACT				
1	Contractor to provide everything necessary to allow for preliminaries and generals required to execute the works as per Architect's drawings and these Bills of Quantities (Allow for fixed obligation, value related and time related P&Gs)				-
	1.1 Fixed Obligations	Item	1		
	1.2. Time Related Obligations	Months	4		
	Carried To Summary				1

Item No		Unit	Quantity	Rate	Amount
	BILL NO. 2				
	EARTHWORKS For preambles see "Model Preambles for Trades" SUPPLEMENTARY PREAMBLES Nature of ground The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock" The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock" Trial holes indicate that the nature of the ground is silty clay to a depth of approximately 500mm with fine to medium loose sandy material below, therefore "earth" A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities The soils report indicates that the ground varies between silty sand, reworked soil of mixed origin and residual shale, all of which will be deemed as "earth" All very hard unweathered shale, ironstone, etc, the removal of which necessitates the use of explosives or heavy duty hydraulic percussion hammers (peckers), will be classified as "hard rock" Subterranean water No subterranean water is expected The water table is expected to vary between approximately 2m and 3m below natural ground level				
	Carried Forward			E	Not Priced
	Sasa i si wala			_	

Item		Unit	Quantity	Rate	Amount
No No	Brought Forwat Excavation for working space in rock Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be Carting away of excavated material Descriptions of carting away of excavated material shall be deemed to include loading excavated material and particularly from the excavations or	Unit	Quantity	E	Not Priced
	material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site EXCAVATIONS NOTES Working space No working space has been measured nor will any claim for working space be considered. The Contractor is deemed to have provided for working space in the rates of the affected items Carting away of surplus excavated material Note that the carting away of excavated material is measured as a separate item, unless specifically stated otherwise. Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks, etc., directly from the excavations or, alternatively, from stock piles situated on the building site. The material shall be carted away to a dumping site to be located by the contractor. All dumping costs related to such carting away shall be deemed included in the rates				
	for the cart away items Carried Forward			E	Not Priced

Item No		Unit	Quantity	Rate	Amount
	Excavate in pickable material not exceeding 2m deep below reduced or natural ground level and set aside for use as filling (backfilling elsewhere)			E	Note Priced
1	For Holes EXCAVATIONS IN STRATA OF A MORE DIFFICU LT CHARACTER Extra over trench and hole excavations in earth for excavation in	m3	220.00		-
2	Soft Roack	m3	250		-
3	Hard rock	m3	60.00		
	SUNDRIES				-
4	Excavations in made up ground. Extra over all excavations for carting away	m3	270		-
5	Surplus material from excavations and/or stockpiles on made up ground on site to a dumping site to be located by the contractor	m3	200		-
	Risk of collapse of excavations				
6	Sides of trench and hole excavations exceeding 1,5m deep	m2	200.00		-
	Keeping excavations free of water				
7	Keeping excavations free of all water other than subterranean water	Item	1.00		-
	Carried Forward			E	-

Item No		Unit	Quantity	Rate	Amount
	Brought Forward			E	_
8	Earth filling supplied by the contractor under holes, trenches etc Imported material (G5) supplied by the contractor spread, levelled, watered, consolidated, and compacted to 95% Modified AASHTO density in 150mm thick layers.	m3	350.00		-
	Earth filling supplied by the contractor under paving etc All filling whether obtained from the excavations or by the Contractor must be approved by the Engineer.				-
9	Imported material (G6) supplied by the contractor spread, levelled, watered, consolidated, and compacted to 95% Modified AASHTO density in 150mm thick layers.	m3	350.00		-
10	Imported material (G7) supplied by the contractor spread, levelled, watered, consolidated, and compacted to 95% Modified AASHTO density in 150mm thick layers.	m3	500.00		-
11	Imported G5 gravel base (C3) stabilised with cement as necessary compacted to 95 % Mod AASHTO density in 150mm thick layers	m3	-		-
	Coarse river sand filling supplied by the contractor				-
12	Under floors etc Compaction of surfaces	m3	600.00		- -
13	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	41000		-
	Prescribed density tests on filling				-
14	"Modified AASHTO Density" test SOIL POISONING	No	18.00		- -
15	Rentokil or similar approved treatment Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	4100		-
16	To bottoms and sides of holes, trenches etc Carried Forward	m2	250	E	-

Disclaimer
This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied Inis tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage



Item		Unit	Quantity	Rate	Amount
No	BILL NO. 3 CONCRETE, FORMWORK AND REINFORCEMENT	-	-		
	For preambles see "Model Preambles for Trades"	-			
	SUPPLEMENTARY PREAMBLES				
	Cost of tests The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)	-			
	Breeze concrete	-			
	Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter to one part cement (12:1), the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated	-			
	Foamcement lightwieght concrete	-			
	"Foamcement" lightweight concrete is to have a density of 600kg/m3 for the top 50mm and 400kg/m3 for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm	-			
	Carried Forward			E	Unpriced

Item No		Unit	Quantity	Rate	Amount
	Brought Forward			E	Unpriced
	Formwork Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
	The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself				
	Formworks to soffits of solid slabs etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described				
	Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described				
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"				
	Carried Forward			E	-

Item No		Unit	Quantity	Rate	Amount
NO	Brought Forward			E	-
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	15MPa/20mm concrete				
1	Surface blinding under footings and bases	m3	15		-
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	- 40MPa/20mm concrete				
2	Ramp	m3	-		-
3	Column bases	m3	60		-
4	Stub columns	m3	15		_
	20MPa /20 conctrete slab	1110	10		
5	Surface beds cast in panels on waterproofing	m3	820		-
6	TEST CUBES				
o .	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No.	50.00		-
	Brought Forward				-
	CONCRETE SUNDRIES Finishing top surfaces of concrete smooth with a power float				
	Taking delivery, setting up and casting in				
8	Set of four anchor bolts in top of concrete cast in position	No	54		-
9	40MPa non-shrink grout Bedding approximately 30mm thick under 450x 450mm base plate, including chamfered edges all round	No.	54		-
	Carried Forward			E	-

Item No		Unit	Quantity	Rate	Amount
10 11 12 13	SMOOTH FORMWORK (DEGREE OF ACCURACY I) Smooth formwork to sides Column bases Surface Beds Ramps Rectangular columns not exceeding 3.5m above bearing level MOVEMENT JOINTS ETC	m2 m2 m2 m2	140.00 900.00 -		- - - - -
	Expansion joints with bitumen-impregnated softboard between vertical concrete surfaces				-
14	10mm Joints not exceeding 300mm high or wide	m	2087.00		-
15	Saw cut joints 50 x 3mm Saw cut joints on top of concrete	m	1045		- -
16	30 x 3mm Saw cut joints in top of concrete	m	1045		-
17	REINFORCEMENT (PROVISIONAL) Fabric reinforcement: Type 617 fabric reinforcement in surface beds and ramps	m2	4080		- -
	Mild steel reinforcement to structural concrete work				- -
	Carried Forward			E	-

Item No		Unit	Quantity	Rate	Amount
140	Brought Forward			E	-
18	Bars of various diameters. R 10	t	3.76		-
	High tensile steel reinforcement to structural concrete work				- -
19	Bars of various diameters. (Y16 & Y12)	t	8.4		-
	High tensile steel reinforcement to structural concrete work in slides				-
20	Dowelled joints: 16mm Diameter galvanised mild steel rod 1200mm long with one end coated with bitumen and cast into edge of concrete and other end left projecting and cast in when adjoining concrete is poured including perforating formwork and 13mm joint filler board	No.	1600		- -
	Carried Forward			E	-

Item No		Unit	Quantity	Rate	Amount
	BILL NO. 4 WATERPROOFING For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Waterproofing Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn- downs				
	DAMPPROOFING OF WALLS AND FLOORS				
	One layer of 500 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"				
1	Under surface beds SEALING STRIPS, JOINT SEALANTS, ETC	m2		4080	-
	"Fosroc Thioflex 600" two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc				-
2	15 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary	m		2090	-
	JOINT SEALANTS ETC Rake out softboard for a depth of 10mm and apply Sikaflex 11FC or similar polurethane joint sealant				-
3	10mm Thick in joints	m		2090	-
	0			_	
	Carried Forward			E	-

Item No		UNIT	Quantity	Rate	Amoun
NO	BILL NO. 5 ROOF COVERINGS ETC For preambles see "Model Preambles for Trades" SUPPLEMENTARY PREAMBLES Straight cutting Descriptions of all roof coverings are deemed to include for all straight cutting PROFILED METAL SHEETING AND ACCESS ORIES				
	User note: Supplementary preambles in connection with fixing of sheeting and accessories and laps shall be inserted when the Model Preambles for Trades (or other preambles not covering the fixing of sheeting and accessories and laps) are used When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" shall be used				
	Where roof coverings are fixed on top of rigid board insulation to purlins etc, descriptions of roof coverings shall include thereforNote that sheeting is also available in corten steel, stainless steel, copper and aluminium				
	0,6mm "Klip Lok" Z275 spelter galvanised high yield steel ribbed sheeting with "Chromadek" finish on one side, in single lengths fixed to steel purlins or rail s and 0,6mm galvanised steel accessories with "Chromadek" finish on one side				
1	Roof coverings with pitch not exceeding 25 degrees	m2	4300		-
	Carried Forward			E	-

Item No		Unit	Quantity	Rate	Amount
	Brought Forward			E	-
2	Side cladding fixed to continuous structural steel support according to engineer's detail	m2	1750		-
3	Bull nose sheeting according to architect's design	m2	0		- -
4	Ridge capping 600mm girth and sealed with 6 x 20mm closed cell impregnated polyurethane strips	m2	102		- -
5	0,6mm "Brownbuilt" galvanised (275/m2) pressed steel fittings with "Chromadek" baked enamel finish on one side: 5 Narrow or broad flute closers 150mm girth	m	340		-
	ROOF AND WALL INSULATION				-
6	"Sisalation 420" heavy industrial grade reinforced aluminium foilinsulation: Insulation laid taut over purlins (at approximately 1700mm centres) and fixed concurrent with roof covering, including galvanised steel straining wires	m2	4300		-
7	Roof coverings with pitch not exceeding 25 degrees for the Canopy	m2	230		-
	Carried Forward			E	-

Item No	BILL NO. 6 STRUCTURAL STEELWORK	Unit	Quantity	Rate	Amount
	For preambles see "Model Preambles for Trades" SUPPLEMENTARY PREAMBLES Descriptions of bolts shall be deemed to include nuts and washers Descriptions of L- shaped and U-shaped anchor bolts shall be deemed to include				
	bending, threading, nuts and washers and embedding in concrete Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete STEEL COLUMNS, BEAMS, TRUSSES,				
	Welded portal frames with flat section bearer, gusset and connection plates and L-section cleats bolted to concrete				
1	254x146x37 I1	t	25		-
2	125x75x20x2.5 L1	t	18		-
3	100x75x20x2.5 L1	t	15		-
4	203x133x25 I1	t	15		-
5	100x65x10 U1	t	22.61		-
7	80x80x10 A1	t	16		-
8	80x60x6 U1	t	6		-
9	80x80x10 A2	t	8		-
	Carried Foarward			E	-

Item No		Unit	Quantity	Rate	Amount
	Brought Forward			E	-
	Welded bracing etc with flat section connection plates, bolted to steel				
10 11	90x90x6 A1 Sagging bars	t	15		
	50 x 50x 6 A1	t	4		
12	Sagging Columns (160 x82 x 15.5)	t	4		
13	SUNDRIES ETC Gusset and connection plates and L-section cleats bolted to concrete Provision for the Canopy Material Steel (rectangular tube and channel Purlins	t	0.77		
14	Plates -gusset and base plates	t	1.20		
15	Bolts & Washers grade 4.8 and 8.8	t	0.80		
15	Gutter				
a	3mm thick welded rainwater gutter 1000mm girth, welded to form slope at bottom, four time bent and fixed to purlins, including painting inside with epoxy tar, welded complete.	m	85.00		
b	Extra overs for 250 x250 mm drop outlet	No.	9.00		
С	Extra Over for stop end	No.	2.00		
d	Extra Over Downspout to fit over the 250 \times 250mm drop outlet	No.	9.00		
3	Supply and underground Precast Concrete 750mm diam concrete culvert for rainwater drainage under the floor as shown in drawing No. ESR/P/2024/01-02. Cost shall include inlet and outlet structure	m	87.00		
	Carried Forward			E	-

ITEM	DESCRIPTION METAL WORK	UNIT	QUANTITY	RATE	AMOUNT
	-				
	SUPPLEMENTARY PREAMBLES				
	- <u>Descriptions</u>				
	-				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in blockwork or concrete				
	Metalwork described as "holed for bolt (s)" shall be deemed to exclude the bolts unless otherwise described				
	PRESSED STEEL DOOR FRAMES				
	Heavy duty rebated frames				
1	Supply and install a suitable frame structure for 3000mm Width x 3000mm High galvanised roller shutter door	No	4		-
	Carried Forward To Summary				-
_		_			

ITEM		UNIT	QUANTITY	RATES	AMOUNT
	MASONRY	Oilli	QUARTITI	KAILO	AMOUNT
	BLOCKWORK				
	Concrete masonry units	_			
	Blocks are either to be solid or hollow modular	_			
	dense concrete masonry units having a				
	compressive strength of 3.5MPa				
		_			
	Wall ties for blockwork	_			
	Wall ties shall be polypropylene "permaties"				
	complying with BS 67377. Ties for hollow walls shall be of sufficient length to allow not less				
	than 75mm of each end to be built into the				
	blockwork. Ties are to be spaced at intervals of				
	not more than 1m in the horizontal direction and				
	not more than 400mm staggered in the vertical				
	direction except at openings, vertical joints or				
	ends of walls where they are to be placed above each other				
	above each other				
	Blockwork	-			
	<u> </u>	-			
	Block work shall comply with SABS 0145				
	"Concrete masonry construction"				
		-			
	Surfaces to be plastered shall have joints raked	_			
	out to a depth of at least 10mm to provide a				
	key. Cavities of hollow walls shall be kept free of mortar droppings or any other undesirable				
	matter. Every second perpend of the bottom				
	course of the external skin of hollow walls shall				
	be kept open as a weep hole				
		_			
	Standard complementary blocks	_			
	Description of block work shall be deemed to				
	include standard complementary blocks such as corner, three quarter, half and quarter blocks				
	required in the construction corners, reveals,				
	jambs, ends, etc to solid and hollow walls and				
	for bonding as necessary				
		-			
		_			
1	Carried Forward	ı		E	-

Item No		Unit	Quantity	Rate	Amount
I	Brought Forward			E	-
	DECORATIVE BLOCKS	-			
	Blocks shall be of approved manufacture, sound, well burnt or cured and uniform and true	-			
	in size, shape and colour	-			
	SAMPLES	-			
	Samples of all masonry building units, except those for walls described as "loading bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30,000 units delivered on site FOUNDATIONS	- -			
	Blockwork in class I mortar with voids filled solid with concrete	-			
	_	<u>-</u>			
1	230mm Walls in foundations (Provisional)	m²	560		-
	BLOCKWORK IN SUPERSTRUCTURE	-	-		
	Blockwork in class II mortar	- - -	- - -		
2	230mm Walls in beam filling	m²	-		-
3	230mm Walls	m²	640		-
4	115mm Walls	m²	-		-
Ĭ	Carried Forward	I		E	-

Item No		Unit	Quantity	Rate	Amount
	Brought Forward			E	-
	BLOCKWORK SUNDRIES	-	_		
	Brick reinforcement (every course)	- - -	- - -		
5	150mm Wide reinforcement built in horizontally	m	2280		
	Brick reinforcement (every third course)	-	-		
6	80mm Wide reinforcement built in horizontally	m	-		-
7	150mm Wide reinforcement built in horizontally	- m	920		-
	Air bricks etc				
8	230 x 160mm Cement air brick	No.	-		-
	PRECAST CONCRETE	-			
	Concrete prestressed fabricated lintels	-			
9	110 x 75mm Lintels in lengths not exceeding 3.00m (Provisional)	- m	-		-
	Precast concrete cill	-			
10	150mm Wide "Brikon" precast concrete cill in single lengths set flat slightly projecting on wall	m	_		_
	Single lengths set hat slightly projecting on wall	-	_		-
		_			
		-			
		-			
	Carried Forward to Summary				_

ITEM	DESCREPTION	UNIT	QUANTITY	RATE	AMOUNT
	PAINTWORK				
	PAINT ON FLOATED PLASTER				
	One alkali resistant primer and two coats wash and wear silk polyacrylic emulsion paint				
1	On internal walls	m²	620		-
	One alkali resistant primer and two coats weather guard paint				
2	On external walls	m ²	720		-
3	Apply one coat zinc-chromate primer in accordance with SABS 679, one coat multipurpose undercoat in accordance with SABS 681 (Type II paint), and two coats of alkyd base enamel to the architects' colour specification in accordance with SABS 630 (Type I paint) On structural steel members Carried Forward to Summary	item	1		-
	Carried Forward to Summary				-

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PLASTERING				
	SCREEDS				
	3 : 1 Cement plaster screed wood floated on				
	<u>concrete</u>				
1	20mm Thick on floors and landings	m ²			
1	30mm Thick on floors and landings	111-	-		-
2	30mm Thick in narrow widths	m ²			
	Somm Thick in harrow widths	111-	-		-
	3:1 Cement plaster screed steel trowelled on				
	concrete				
	Average 30mm thick on floors to falls to				
3	currents	m ²	4080		-
	INTERNAL PLASTER				
	Cement plaster wood floated on block work				
	Sement plaster wood houted on block work				
4	On walls	m ²	650		_
5	On narrow widths		_		_
	on hanew whathe				
	EXTERNAL PLASTER				
	Concrete plaster on block work				
	Generate plactor on block work				
6	On walls	m ²	720		_
			. 20		
7	On narrow widths		_		-
	-				
	Carried Forward to Summary				_
	James I of ward to Julilliary				_
			ı İ		

ITEM	DESCRIPTION	LINUT	OLIANITITY	5475	41401NIT
ITEM	DESCRIBTION PROVISIONAL SUMS	UNIT	QUANTITY	RATE	AMOUNT
	-				
	<u>Electrics</u>				
1	Allow the nett provisional sum of E 450 000.00 (One Hundred and Fifty Thousand Emalangeni) for the supply and installation of Mechanical and Electrical Works				
		PS	1.00	250,000.00	250,000.00
2	Allow for profit on last item if required	PS	10%	250,000.00	25,000.00
3	Allow for attendance upon workmen installing Electrical Works	PS	5%	250,000.00	12,500.00
	-				
4	Allow for special testing	PS	10%	250,000.00	25,000.00
5	Provision for a structural Engineer				
5.1	Design review & Construction Supervision	L/sum	1	350,000.00	350,000.00
	Carried Forward to Summary				662,500-00

	FINAL SUMMARY	Page No	AMOUNT
1	Preliminaries	_	-
2	Earthworks		-
3	Concrete, Formwork and Reinforcement		-
4	Waterproofing		-
5	Roof coverings		-
6	Structural Steelwork		-
7	METAL WORK		-
8	MASONRY		-
9	PAINTWORK		-
10	PLASTERING		-
11	PROVISIONAL SUMS		662,500-00
	TOTAL COST OF WORKS		
	ADD: Contingencies 5% (five percent) of the above sub total to be used as directed by the Principal Agent or deducted in whole or in part if not required		-
	SUB TOTAL A		-
	ADD: Construction Levy @ 1% (one percent) of the above sub total and remit to Eswatini Construction Industry Council as required		-
	TOTAL PROJECT COST		-
	ADD: Value Added Tax 15% (Fifteen percent) of the above sub total and remit to Eswatini Revenue Services as required		-
	TOTAL PROJECT COST INCLUSIVE OF VAT		-
	Carried to Form of Tender		-

DRAWINGS

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied Inis tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage

Page \ 65

