



The Kingdom of Eswatini

ESWATINI RAILWAYS

Invitation To Tender (ITT) Document

for the

**Refurbishment Of Eswatini Railways
Buildings – Head Office & Matsapha
Station Offices**

Procurement Method:	Open Tendering
Subject of Procurement:	Refurbishment Of Eswatini Railways Buildings
Procurement Reference Number:	Tender #.04-2026
Date of Issue:	06 June 2025
Submission Deadline:	04 July 2025
Participation:	National

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PREFACE

This Tender Document has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Works.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices”.

This Invitation To Tender (ITT) shall be used to procure Works above E500, 000.

The sale of this tender document to potential Contractor(s) is discouraged.

Those wishing to submit comments or questions on this Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
ESWATINI
<https://esppra.co.sz>
info@esppra.co.sz

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LIST OF ACRONYMS

TDS	Tender Data Sheet
TS	Tender Security
TSD	Tender Securing Declaration
ESHS	Environmental, Social, Health and Safety
GCC	General Conditions of the Contract
ITT	Instruction to Contractors.
JV	Joint Venture
PE	Procuring Entity
STD	Standard Tender Document
SCC	Special Conditions of the Contract
SOR	Statement of Requirements.
TCS	Technical Compliance Selection

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Standard Invitation to Contractors

TENDER NOTICE UNDER OPEN TENDERING WITHOUT PRE-QUALIFICATION



06 June 2025

Refurbishment of Eswatini Railways Building, Head Office & Matsapha Station Office - [Tender No. 04/2026]

1. The Eswatini Railways has allocated to be used for the Refurbishment of Eswatini Railways Buildings.
2. The Entity invites sealed Tenders from eligible Contractors for the provision of the above works.
3. Tendering shall be conducted in accordance with the procedures contained in the Public Procurement Act of 2011 and the Regulations of 2020.
4. Interested eligible Contractors may obtain further information about the tender document at the address given below at 8(a) from 08:00am to 04:00pm. The Tender document which has been prepared in the English and may be obtained by interested Contractors at the below address upon payment of a non-refundable fee of E1 500.00. The method of payment will be through the **Banker: Eswatini Railways, Bank: Nedbank, Account Number: 20000002594, Branch Code: 360164** with effect from 04 June 2025.
5. Tenders must be delivered to the address indicated below at or before 04th July 2025 at 10hrs00. All Tenders must be accompanied by a Tender security of E25 000.00 (Twenty-Five Emalangenani. Tender securities must be valid until 31st October 2025. Late Tenders shall be rejected. Tenders will be opened in the presence of the Contractors' representatives who choose to attend at the address below at Eswatini Railways Boardroom on 04th July 2025 at 10hr30.
6. There shall be a pre-Tender meeting/site visit on **Thursday 12th June 2025 at 1000hrs** at Mbabane Head Office then Matsapha Station on the dates indicated in the proposed schedule in this notice.
7. Address and Contact Details:

(a)	Information about the tender may be accessed from:	www.esppra.co.sz
(b)	Documents will be issued from:	06 June 2025
(c)	Tenders must be delivered to:	In the tender box located at the main entrance of the Eswatini Railways Head Office in Mbabane at Reception

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(d)	Address of Tender opening:	Eswatini Railways Head Office Dzeliwe Street Mbabane, Eswatini
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8. The Planned Procurement Schedule (subject to changes) is as follows:

Activity	Date
(a) Issue of invitation to tender letter	06 June 2025
(b) Pre-Tender meeting/ Site visits where applicable	12 June 2025
(c) Tender closing date	04 July 2025
(d) Tender opening date	04 July 2025
(e) Evaluation process	18 July 2025
(f) Notification and Publication of Notice of Intention to Award	27 July 2025
(g) Contract Award	12 August 2025

Signature:

Name: **Nixon Dlamini**

Position of Authorised Official: **Chief
Executive Officer**

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Section 1: Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Procuring Entity (PE), as defined in the Tender Data Sheet (TDS), invites Tenders for the construction of works, as described in the TDS. The name and procurement reference number of the Contract and number of lots in this Tender Document are provided in the TDS. The Instructions to Tenderers (ITT) should be read in conjunction with the TDS.
- 1.2 The successful Contractor will be expected to complete the works by the Intended Completion Date specified in the Special Conditions of Contract (SCC).
- 1.3 Throughout this Tender document:
 - (a) the “Contractor” means the service provider.
 - (b) “day” means calendar day unless specified as working day.
 - (c) “day works” means varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
 - (d) the “Employer” means the Procuring Entity.
 - (e) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender -based violence (GBV)), health and safety.
 - (f) “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

2. Source of Funds

- 2.1 Eswatini Railways has an approved budget from the Government towards the cost of the procurement named in the TDS. Eswatini Railways intends to use these funds to place a contract for which this Tender Document is issued.
- 2.2 Payments will be made directly by Eswatini Railways and shall be subject to the terms and conditions of the resulting contract placed by the Eswatini Railways.

3. Corrupt and Fraudulent Practices

- 3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that PEs, as well as Contractors Sub- observe the highest standards of ethics during procurement and the execution of contracts.
 - (a) In pursuit of this policy, the Government of Eswatini defines for the purposes of this provision, the terms set forth below as follows:

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Part 1: Section 1 Instructions to Tenderers

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means as any such practices under the code of ethics of the providers and not limited to misrepresentation of facts in order to influence a procurement or process or the execution of a contract to the detriment of the procuring or disposing entity, and includes collusive practices among Contractors prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and to deprive the PE of the benefits of free and competitive competition;
 - (b) The PE shall reject a recommendation for award if the Contractor recommended for award has engaged in corrupt or fraudulent practices; and
 - (c) The Agency shall suspend a contractor from engaging in any public procurement proceedings for a stated period of time in accordance with the Procurement Act and the Regulations made under the Act, if the provider has engaged in corrupt or fraudulent practices.
- 3.2 In pursuit of the policy defined in ITT Sub-Clause 3.1, Eswatini Railways may terminate a contract for works, if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of Eswatini Railways or of a Contractor or sub-Contractor during the procurement or the execution of a contract.
- 3.3 In further pursuit of the policy defined in ITT Sub-Clause 3.1, the Agency requires representatives of both Eswatini Railways and of Contractors and sub-Contractors to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Contractors and Providers as provided in the Tender forms shall be signed by the Contractor and submitted together with the other Tender forms.
- 3.4 Any communications between a Contractor and Eswatini Railways related to matters of alleged fraud or corruption must be made in writing and addressed to the Chief Executive of the Eswatini Railways.

4. Eligible Contractors

- 4.1 A Contractor, and all parties constituting the Contractor, shall meet the following criteria to be eligible to participate in public procurement:
- (a) The Contractor has the legal capacity to enter into a contract with Eswatini Railways.
 - (b) The Contractor is not:
 - (i) Insolvent;
 - (ii) In receivership;
 - (iii) Bankrupt; or
 - (iv) Being wound up
 - (c) The Contractor’s business activities have not been suspended;
 - (d) The Contractor is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) The Contractor has fulfilled his or her obligations to pay taxes and social security contributions.

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Part 1: Section 1 Instructions to Tenderers

- (f) The Contractor is not a member of the Entity Tender Board or an employee of the Procuring Entity.
- 4.2 A Contractor may be a physical person or artificial person, such as an entity. A combination of persons can Tender if they have an agreement to form a Joint Venture (JV), Consortium or Association. Such a Tender shall include a Power of Attorney from each party authorizing a representative to conduct all business for and on behalf of the party during the Tender process, contract signature and contract execution. Each party to the JV, Consortium or Association shall be a signatory to the contract with the PE and shall be jointly and severally liable.
- 4.3 A Contractor, and all parties constituting the Contractor including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.4 A Contractor shall not have a conflict of interest. Any Contractor found to have a conflict of interest shall be disqualified. A Contractor may be considered to have a conflict of interest with one or more parties in this Tendering process, if the Contractor:
- (a) Has controlling shareholding with another Contractor; or
 - (b) Receives or has received any direct or indirect subsidy from another Contractor; or
 - (c) Has the same authorized representative for purposes of this tendering process as another Contractor; or
 - (d) Has a relationship with another Contractor, directly or through common third parties, that puts the Contractor in a position to have access to information about or influence the Tender of another Contractor, or influence the decisions of the PE regarding this tendering process; or
 - (e) Submits more than one Tender in this Tendering process, except for alternative Tenders permitted under ITT 19. However, this does not limit the participation of subcontractors in more than one Tender, or as Contractors and subcontractors simultaneously; or
 - (f) Is associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or is being proposed as Project Manager for the Contract. A Contractor that has been engaged by the PE to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to Tender.
- 4.5 A Contractor that is suspended by the Agency shall not be eligible to participate in the Tendering process.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and operate under commercial law.
- 4.7 Contractors shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
- 4.8 To establish eligibility in accordance with ITT 4, a Contractor shall complete the eligibility declarations in the Tender Submission Sheet, included in Section 4, Tender Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

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Part 1: Section 1 Instructions to Tenderers

- 4.9 A Contractor whose circumstances in relation to eligibility change during a procurement process or during the implementation of a contract, shall immediately inform the PE.
- 4.10 All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5. Qualification of the Contractor

- 5.1 To establish its qualifications to perform the Contract, the Contractor shall complete and submit:
- (a) The Qualification Form provided in Section 4, Tendering Forms; and
 - (b) The information and documents stated in Section 3, Evaluation Methodology and Criteria.
- 5.2 The qualifications of the best evaluated Contractor will be assessed as part of a post-qualification in accordance with ITT 40.

6. Joint Ventures, Consortia and Associations

- 6.1 Tenders submitted by a JV, Consortium or Association shall include a copy of the Joint Venture, Consortium or Association Agreement signed by all parties to the Joint Venture, Consortium or Association Agreement.
- 6.2 In addition to the requirements under ITT 15.1, Tenders submitted by a joint venture, consortium or association of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TDS:
- (a) The Tender shall include all the information listed in Section 3, Evaluation Methodology and Criteria for each partner;
 - (b) The Tender shall be signed to be legally binding on all partners;
 - (c) All partners shall be jointly and severally liable for the implementation of the Contract in accordance with the Contract terms;
 - (d) One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and
 - (e) The implementation of the entire Contract shall be by the Joint Venture, consortium or association.

7. One Tender per Contractor

Each Contractor shall submit only one Tender, either individually or as a partner in a joint venture, consortium or association. A Contractor who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Tenders with the Contractor's participation to be rejected.

8. Cost of Tendering

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Part 1: Section 1 Instructions to Tenderers

The Contractor shall bear all costs associated with the preparation and submission of his Tender, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Site Visit and Pre-Tender Meeting

- 9.1 The Contractor, at the Contractor's own responsibility and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the works. The costs of visiting the site shall be at the Contractor's own expense.
- 9.2 The Contractor and any of its authorized personnel or agents shall be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Contractor, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 9.3 If so indicated in the TDS, the PE will hold a pre-tender meeting or site visit at the time, date and location specified in the TDS to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.4 Contractors may submit any questions in writing to the Entity prior to the date of the meeting and may also orally raise questions at the meeting.
- 9.5 Minutes of the pre-tender meeting, if any was held, including the text of the questions asked by Contractors, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Contractors who have acquired the Tendering Documents. Any modification to the Tendering Documents that may become necessary as a result of the pre-Tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 12 and not through the minutes of the pre-Tender meeting. Unless otherwise indicated in the TDS, non-attendance at the site visit shall not cause disqualification of a Contractor.

10. Margin of Preference

- 10.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where the margin of preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

B. Tendering Document

11. Content of Tendering Document

- 11.1 The Tendering Document consists of Parts 1, 2, and 3, which includes all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 13.

PART 1 Tendering Procedures

- Section 1. Instructions to Contractors (ITT)

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Part 1: Section 1 Instructions to Tenderers

- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tendering Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC)
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

- 11.2 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tendering Documents, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tendering Documents.
- 11.3 The Contractor is expected to examine all instructions, forms, terms and specifications in the Tendering Document and to furnish with its Tender all information and documentation required by the Tendering Documents.

12. Clarification of Tendering Document

A Contractor requiring any clarification of the Tendering Document shall contact the PE in writing at the PE's address indicated in the TDS. The PE will respond in writing to any request for clarification, provided that such a request is received no later than the date indicated in the TDS. The PE shall forward copies of its response to all Contractors who have acquired the Tendering Document, including a description of the inquiry but without identifying its source. Should the PE deem it necessary to amend the Tendering Document as a result of a clarification, it shall do so following the procedure under ITT 13 and ITT 24.2.

13. Amendment of Tendering Document

- 13.1 Prior to the deadline for submission of Tenders, the PE may amend the Tendering Document by issuing an addendum.
- 13.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the PE.
- 13.3 To give Contractors reasonable time in which to take an addendum into account in preparing their Tenders, the PE shall extend the deadline for submission of Tenders by a reasonable period in the event that less than one third of the Tendering period remains after the issue date of the addendum. The PE may, at its discretion, extend the deadline for the submission of Tenders, where more than one third of the Tendering period remains after the date of issue of the addendum.

C. Preparation of Tenders

14. Language of the Tender and Communications

- 14.1 The Tender shall be in writing.

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- 14.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Contractor and the PE, shall be written in English or unless otherwise specified in the TDS.
- 14.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation by a competent institution of the relevant passages to the language stated in the ITT Sub-clause 14.2. In which case, for purposes of interpretation of the Tender, such translation shall govern.

15. Documents Comprising the Tender

- 15.1 The Tender submitted by the Contractor shall comprise the following:
- (a) The Tender Submission Sheet, in accordance with ITT 15.2;
 - (b) A Tender Security or a Tender Securing Declaration in accordance with ITT 20;
 - (c) Written confirmation authorising the signatory of the Tender to commit the Contractor, in accordance with ITT 22;
 - (d) Documentary evidence in accordance with ITT 4.8 establishing the Contractor's eligibility to Tender;
 - (e) A priced Activity Schedule or Bill of Quantities in accordance with ITT 16 and 17;
 - (f) The Qualification Form and Documents in accordance with ITT 5;
 - (g) Technical documentation (description of the proposed work method and schedule, including drawings and charts, as necessary) in accordance with ITT 16;
 - (h) The duly signed Code of Ethical Conduct for Contractors and Providers in accordance with ITT 3.3; and
 - (i) Any other document(s) required in the TDS.
- 15.2 The Contractor shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

16. Technical Documentation

- 16 The Contractor shall furnish technical documentation including a statement of work, equipment, personnel, schedule and any other information as stipulated in Section 4, Tendering Forms, in sufficient detail to demonstrate the adequacy of the Contractor's proposal to meet the work's requirements and the completion time.

17. Tender Prices and Discounts

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- 17.1 The prices and discounts quoted by the Contractor in the Tender Submission Sheet and in the Priced Activity Schedules or Bills of Quantities submitted by the Contractor shall conform to the requirements specified below.
- 17.2 The Contractor shall fill in rates and prices for all items of the works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment shall be applied in accordance with ITT 32.3.
- 17.3 The price to be quoted in the Tender Submission Sheet shall be the total price of the Tender, excluding any discounts offered. In the event that taxes are not exempt, the price must include any applicable taxes.
- 17.4 The Contractor shall quote any unconditional and conditional discounts in the Tender Submission Sheet.
- 17.5 The total Tender price shall be for the whole works based on the priced Activity Schedule or Bill of Quantities submitted by the Contractor.
- 17.6 The contract price or tender price quoted by the Contractor shall be subject to adjustment during the performance of the Contract if provided for in the SCC and the provisions of Clause 47 of the GCC.

18. Currencies of Tender and Payment

- 18.1 Tender prices for works and related services originating in and outside Eswatini shall be quoted in Eswatini Lilangeni unless authorised by a competent authority.
- 18.2 If authorised by the competent authority the Contractor shall utilise the rate of exchange specified in the TDS to express its offer. The source, date and type of exchange rate shall be indicated in ITT 36.
- 18.3 If authorised by the competent authority, Contractors shall indicate details of their expected foreign currency requirements in the Tender. Foreign currency requirements shall be indicated as a percentage of the Tender price (excluding provisional sums) and shall be payable at the option of the Contractor in up to two foreign currencies, unless otherwise stated in the TDS.
- 18.4 If authorised by the competent authority, Contractors may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum and in the SCC are reasonable and responsive to ITT 18.3.

19. Tender Validity

- 19.1 Tenders shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the PE as non-compliant while a Tender valid for a longer period than the date specified in the TDS shall not be rejected but shall only be valid until the date in the TDS.
- 19.2 The PE shall make its best effort to complete the procurement process within the duration of the validity period specified in the TDS. A PE must ensure the validity of Tenders, Tender securities and Tender securing declarations throughout the procurement process until contract signature.

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- 19.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the PE may request Contractors to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 20, it shall also be extended for a period corresponding to the extension of the Tender validity. A Contractor may refuse to extend its Tender validity period without forfeiting its Tender Security or Tender Securing Declaration. A Contractor who extends the validity periods of its Tender and Tender security or Tender securing declaration shall not be required or permitted to modify its Tender.

20. Tender Security or Tender Securing Declaration

- 20.1 The Contractor shall furnish as part of its Tender either a Tender Security or a Tender Securing Declaration as specified in the TDS in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 20.2 If a Tender security is specified pursuant to ITT 20,1, the Tender security shall be a demand guarantee in the amount specified in the TDS and denominated in Eswatini Lilangeni or a freely convertible currency, and shall:
- (a) Be issued by a reputable financial institution selected by the Contractor from an eligible country. If the institution issuing the security is located outside Eswatini, it shall be enforceable through a financial institution located in Eswatini.
 - (b) Be in the form of the Tender security included in section 4, Tendering forms;
 - (c) Be discharged by the financial institution immediately upon written demand by the PE in case the conditions stated in the Tender security are invoked;
 - (d) Be included in the Tender and submitted in its original form - copies shall not be accepted.
- 20.3 The Tender Security or Tender Securing Declaration shall be submitted using the appropriate form included in Section 4, Tendering Forms and shall be valid until the date specified in the TDS.
- 20.4 Any Tender not accompanied by appropriate Tender Security or Tender Securing Declaration, shall be rejected by the PE as non-compliant.
- 20.5 The Tender Security of all Contractors shall be returned as promptly as possible once the successful Contractor has signed the contract and provided the required Performance Security and ESHS Performance Security where applicable.
- 20.6 The Tender Security or Tender Securing Declaration of a JV, Consortium or Association must be issued in the names of all their members or partners.
- 20.7 The Tender Security may be forfeited, or the conditions of the Tender Securing Declaration executed in the following circumstances:
- (a) If a Contractor withdraws its Tender during the period of Tender validity specified by the Contractor in the Tender Submission Sheet, or during any extension thereto;
 - (b) If a Contractor fails to accept the correction of its Tender price pursuant to ITT Sub-Clause 32.5; or

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- (c) If the successful Contractor fails to:
- (i) Sign the Contract in accordance with ITT 45;
- (ii) Furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITT 46.2.

21. Alternative Tenders

- 21.1 Contractors shall submit offers that comply with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. Alternative Tenders shall not be permitted.

22. Format and Signing of Tender

- 22.1 The Contractor shall prepare one original of the documents comprising the Tender as described in ITT Clause 14 and clearly mark it “ORIGINAL.” In addition, the Contractor shall submit copies of the Tender, in the number specified in the TDS, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Tender shall be signed by the Contractor in the event that he or she is a physical person personally submitting the Tender and in any other event by a person duly authorised to sign on behalf of the Contractor. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered with the competent authority and if signed outside Eswatini, shall be notarized. The Power of Attorney shall be submitted in the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be signed or initialled by the person authorized to sign the Tender.
- 22.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the PE, or as necessary to correct errors made by the Contractor, in which case such corrections shall be initialed by the person(s) signing the Tender.
- 22.4 In the case of Tenders submitted by a JV, Consortium or Association, each member or partner shall nominate a representative through the power of attorney to conduct all business on its behalf during the Tender preparation, Tendering process and contract execution in case of award of the contract. Each representative duly nominated through the power of attorney shall commit each respective member or partner by executing a JV, Consortium or Association agreement providing; that the parties shall jointly submit a Tender, naming the lead member or partner and authorizing the representative of the lead member or partner who was granted power of attorney to sign the Tender.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1 The Contractor shall enclose the original and each copy of the Tender, in separate sealed envelopes or packages, duly marking the envelopes as “ORIGINAL” and “COPY.” These

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envelopes or packages containing the original and the copies shall then be enclosed in one single plain envelope or package securely sealed in such a manner that opening and resealing cannot be achieved undetected and shall be submitted as specified in the TDS.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Contractor;
- (b) Be addressed to the PE in accordance with ITT 23.1;
- (c) Bear the Procurement Reference number of this Tendering process; and
- (d) Bear a warning not to open before the time and date for Tender opening, in accordance with ITT 23.1.

23.3 If all envelopes are not sealed and marked as required, the PE will assume no responsibility for the misplacement or premature opening of the Tender.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the PE at the address and no later than the date and time indicated in the TDS. When so specified in the TDS, Contractors shall have the option of submitting their Tenders electronically. Contractors submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

24.2 The PE may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 13, in which case all rights and obligations of the PE and Contractors previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

The PE shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 24. Any Tender received by the PE after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Contractor.

26. Withdrawal and Replacement of Tenders

26.1 A Contractor may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT 24.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITT 23 and 24 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” or “REPLACEMENT,” and
- (b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 24.1 shall be returned unopened to the Contractor.

26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Contractor in the Tender Submission Sheet or any extension thereof.

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- 26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
- 26.5 Contractors may only offer discounts to, or otherwise modify the prices of their Tenders, by withdrawing and replacing their Tender in accordance with this clause, or by including the discount in the original Tender submission in accordance with ITT 17.

27. Tender Opening

- 27.1 The PE shall conduct the Tender opening in the presence of Contractors' designated representatives who choose to attend, and at the address, date and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1 shall be as specified in the TDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Contractor. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.
- 27.3 All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening. The corresponding tender that is being replaced shall be returned unopened to the contractor.
- 27.4 Only envelopes or packages that are opened and read out at the Tender opening shall be evaluated.
- 27.5 All other envelopes shall be opened one at a time, reading out: the name of the Contractor; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration; and any other details as the Procuring Entity may consider appropriate. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT 25
- 27.6 The PE shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Contractor and whether there is a withdrawal and/or replacement; the total Tender price or the Tender price per lot if applicable, including any discounts; the presence or absence of a Tender Security or Tender Securing Declaration, and whether a Power of Attorney was submitted. The Contractors' representatives who are present shall be requested to sign the record. The omission of a Contractor's signature on the record shall not invalidate the contents and effect of the record. 27.7 The opened tenders shall immediately to taken to a secure location, where they shall be kept until the evaluation begins.

E. Evaluation of Tenders

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Contractors or any

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other persons not officially concerned with such process until information detailing the Best Evaluated Contractor is communicated to all Contractors.

- 28.2 Any attempt by a Contractor to influence the PE in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract award, if any Contractor wishes to contact the PE on any matter related to the Tendering process, it should do so in writing.

29. Evaluation of Tenders

- 29.1 The PE shall use the criteria and methodologies listed in Section 3, Evaluation Methodology and Criteria. No other evaluation criteria or methodology shall be permitted. By applying the set criteria and methodology, the PE shall determine the Best Evaluated Tender.
- 29.2 If this Tendering document allows Contractors to quote separate prices for different lots, the methodology to determine the Best Evaluated Tender for a lot shall be as specified in Section 3, Evaluation Methodology and Criteria.

30. Clarification and Changes to Tenders

- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring Entity may, at its discretion, ask any Contractor for a clarification of its Tender, including breakdowns of unit rates or prices. Any clarification submitted by a Contractor that is not in response to a request by the PE shall not be considered. The PE's request for clarification and the Contractor's response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of the Tenders, in accordance with ITT 32.
- 30.2 If a Contractor does not provide clarifications of its Tender by the date and time set in the PE's request for clarification, its Tender may be rejected.

31. Compliance and Responsiveness of Tenders

- 31.1 The PE's determination of a Tender's compliance and responsiveness is to be based only on the contents of the Tender itself with the exception of findings recorded in the Evaluation Report after a due diligence or post qualification.
- 31.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Tendering Document, the PE's rights or the Contractor's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Contractors presenting substantially compliant and responsive Tenders.

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(d) Impacts the key factors of a procurement including cost, risk, time and quality and causes -

- (i) Unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;
- (ii) Unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

31.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the PE and may not subsequently be made compliant and responsive by the Contractor by correction of the material deviation, reservation, or omission.

32. Nonconformities, Errors, and Omissions

32.1 Provided that a Tender is substantially compliant and responsive, the PE may waive any non-conformity or omission in the Tender that does not constitute a material deviation.

32.2 Provided that a Tender is substantially compliant and responsive, the PE may request that the Contractor submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the Tender related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Tender. Failure of the tender to comply with the request may result in the rejection of its Tender.

32.3 Provided that a Tender is substantially compliant and responsive, the PE shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.

32.4 Provided that the Tender is substantially compliant and responsive, the PE shall correct arithmetic errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.5 If a Contractor does not accept the correction of errors, the Tender shall be rejected, and the Tender Security may be forfeited or conditions in the Tender Securing Declaration executed.

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33. Stages of Evaluation: Using the Technical Compliance Selection Evaluation Method

The evaluation of a Tender for the procurement of works using the technical compliance evaluation method shall be conducted under the following stages:

34. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

- 34.1 The PE shall examine the legal documentation to establish the eligibility of the Contractors and to verify the validity and authenticity of the documents submitted by the Contractor.
- 34.2 If after the examination of eligibility, the PE determines that the Tender is not compliant, it shall reject the Tender with the exception of rectification of omissions in accordance with ITT 32.2.
- 34.3 The PE shall confirm that the following administrative compliance documents and information have been provided in the Tender. If any of these documents or information is missing or contrary to the requirements in the Tendering document, the Tender shall be rejected.
- (a) The Tender Submission Sheet duly signed by the authorized representative of the Contractor, including:
 - (i) A brief description of the works and related services offered;
 - (ii) The total price of the Tender; and
 - (iii) The appropriate duration of the Tender validity;
 - (b) The Price Schedule;
 - (c) A Power of Attorney in accordance with ITT 22.2; and
 - (d) An authentic Tender Security or Tender Securing Declaration, whichever is applicable, in the appropriate form and amount.
- 34.4 Eligibility and administrative compliance shall be determined on a pass or fail basis and a Tender which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

35. Technical Evaluation

- 35.1 The PE shall examine the technical aspects of the Tender submitted in accordance with ITT 16, in particular, to confirm that all requirements of Section 6, Statement of Requirements (SoRs) have been met without any material deviation, reservation or omission.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Contractor's qualifications submitted by the Contractor, pursuant to ITT Clause 5, to clarifications in accordance with ITT Clause 30 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria.
- 35.3 If, after the examination of the terms, conditions and requirements, the PE determines that the Tender is not substantially responsive in accordance with ITT 31, it shall reject the Tender.

36. Currency and Exchange Rate

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Part 1: Section 1 Instructions to Tenderers

- 36.1 The currency that shall be used for evaluation purposes for all Tenders shall be Eswatini Lilangeni unless otherwise authorized by a competent authority.
- 36.2 The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than 21 days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

37. Financial Comparison of Tenders

- 37.1 The PE will evaluate and compare only the Tenders determined to be substantially responsive following Technical Evaluation in accordance with ITT 37.3.
- 37.2 To financially evaluate a Tender, the PE shall only use the criteria and methodologies defined in this clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 37.3 To financially compare Tenders, the PE shall:
- (a) Correct any arithmetic errors in accordance with ITT 30.1;
 - (b) Apply any discounts offered in accordance with ITT 17;
 - (c) Make adjustments for any deviation that is not a material deviation in accordance with ITT 32;
 - (d) Convert all Tenders to a single currency in accordance with ITT 18;
 - (e) Apply any margin of preference, in accordance with ITT 38;
 - (f) Determine the total evaluated price of each Tender.
- 37.4 The PE shall consider prices that appear to:
- (a) Be unbalanced;
 - (b) Show a misunderstanding of the requirements; or
 - (c) Be intended to front load earnings.
- 37.5 The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation, unless otherwise specified in Section 3, Evaluation Methodology and Criteria.
- 37.6 The estimated effect of any price adjustment conditions under Clause 47 of the GCC, during the period of implementation of the Contract, will not be taken into account in Tender evaluation, unless otherwise indicated in Section 3, Evaluation Methodology and Criteria.
- ### 38. Margin of Preference
- 38.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 38.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:

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- (a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*
- (b) Group B: Foreign Company sub-contracting or partnering with a Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

39. Determination of Best Evaluated Tender

The best evaluated Tender shall be the lowest priced Tender which is eligible, administratively and technically compliant to the requirements specified in the Tendering document.

F. Award of Contract

40. Award Procedure and Notice of Intention to Award

- 40.1 An award decision by the relevant approvals authority is not a contract. The Contractor with the best evaluated Tender shall be awarded the contract following an adjudication by the relevant approvals authority.
- 40.2 The PE shall issue a Notice of Intention to Award within five (5) working days after the decision of the relevant approvals authority to all Contractors who participated in the Tendering process and the Agency for publication on its website
- 40.3 No contract shall be awarded within the period of ten (10) working days after the date of issuance of the Notice of Intention to Award.
- 40.4 Negotiations will only be held in exceptional circumstances as provided for under the Procurement Act.

41. PE's Right to Accept any Tender and to Reject any or all Tenders

The PE reserves the right to accept or reject any Tender and to cancel the Tendering process at any time prior to contract award, without thereby incurring any liability, subject to adherence to Regulation 26 and 27. of the Public Procurement Regulations of 2020.

42. Confirmation of Award

An award shall be confirmed by acceptance of a Letter of Award by the contractor.

43. Signing and Effectiveness of Contract

- 43.1 On expiry of the ten (10) working day period after issuance of the letter of appointment to the best evaluated Contractor, the PE shall promptly sign a contract with the successful Contractor.
- 43.2 Failure by the successful Contractor to promptly sign the contract shall constitute sufficient ground for annulment of the contract award decision and forfeiture of the Tender Security or execution of the Tender Securing Declaration. In that event, the PE may award the Contract to the next best ranked Contractor whose Tender was evaluated at the financial comparison stage.

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Part 1: Section 1 Instructions to Tenderers

- 43.3 Effectiveness of the contract shall be subject to submission of a satisfactory performance security where applicable and any other conditions specified in the Contract.
- 43.4 A contract shall not be entered into by the Controlling Officer with a Contractor during the period of administrative review.

44. Debriefing of Contractors

- 44.1 The Contractor shall be provided with information on the reasons for the failure of its Tender after the notice of Intention to Award has been issued. The Procuring Entity shall give the Contractor a written debrief.

45. Performance Security

- 45.1 Within twenty-one (21) calendar days after signing of the contract, the successful Contractor shall where applicable, furnish to the PE a Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security if required in the TDS, in the amount stipulated in the SCC and in the form of an on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of the currencies of the Contract. The Performance Security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. Notwithstanding the foregoing and unless the acceptance of a performance security by the procuring entity would be in violation of the laws of Eswatini, a procuring entity shall not reject a performance security on the grounds that the performance security was not issued by the issuer in Eswatini, if the performance security and the issuer otherwise conform to the requirements prescribed in the invitation document.
- 45.2 Failure of the successful Contractor to submit the above-mentioned Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security, if required in the TDS, shall constitute sufficient ground for annulment of the contract award decision. In this case, or where the successful Contractor fails to sign the contract as stated in ITT Clause 43.2, the successful Contractor's Tender Security shall be forfeited, or the conditions of the Tender Securing Declaration shall be executed. In that event, the PE may award the contract to the next best ranked Contractor whose Tender was evaluated at the financial comparison stage.

46. Procurement Related Complaints and Administrative Review

- 46.1 The procedures for making a Procurement-related Complaint are as specified in the TDS

47. Abnormally Low and Abnormally High Prices

47.1 Abnormally Low Prices

- 47.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Contractor to perform the Contract for the offered price.
- 47.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including

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Part 1: Section 1 Instructions to Tenderers

a detailed price analysis of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

- 47.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

47.2 Abnormally High Prices

- 47.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Contractors is compromised.

- 47.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Contractor on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

- i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

- 47.2.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Contractors is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and copy ESPPRA, before re-inviting tenders.

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Section 2: Tender Data Sheet

Instructions to Contractors Reference	Data relevant to the ITT
ITT 1.1	The Procuring Entity is: Eswatini Railways
ITT 1.1	The works consist of: Refurbishment of Eswatini Railways Buildings_ Mbabane Head Office & Matsapha Station Offices
ITT 1.1	The Procurement Reference Number of the Contract is: Tender #.04-2026
ITT 1.1	<p>1. The number and identification of lots comprising this Tendering Document is:</p> <ul style="list-style-type: none"> - Lot 1: The Refurbishments of The Eswatini Railways Head Office Building. - Lot 2: The refurbishment of the Matsapha II Station. <p>The minimum and maximum number of lots a Contractor may Tender for is: 2</p>
ITT 9.3	<p>The PE shall hold a pre-Tender meeting or site visit.</p> <p>If a pre-Tender meeting / Site visit is to be held, it shall take place at:</p> <p>Location: Mbabane Head Office then Matsapha Station</p> <p>Date: 12 June 2025</p> <p>Time: 10:00hrs</p>
ITT 9.5	Site visit shall be a mandatory requirement.
ITT 12	<p>For clarification purposes only, the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer</p> <p>Physical Address: Eswatin Railways Head Office, Dzeliwe Street, Mbabane Eswatini</p> <p>Telephone: +268 2411 7400</p> <p>Electronic mail address: Tenders@esr.co.sz</p>
ITT 12	The Procuring Entity will respond to any request for clarification provided that such request is received no later than 18 June 2025 .
ITT 14.2	The language of the Tender shall be English

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Instructions to Contractors Reference	Data relevant to the ITT
ITT 15.1(i)	<p>The Contractor shall submit with its Tender the following additional documents:</p> <p><i>[list any additional document not already listed in ITT 15.1 that must be submitted with the Tender. The list of additional documents should include the following:]</i></p> <p>ESHS Code of Conduct for Contractor's Personnel</p> <p>The Contractor shall submit its Code of Conduct that will apply to the Contractor's Personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. <i>[Note: Complete and include the risks to be addressed by the Code in accordance with Section VI- Statement of Requirements, e.g. risks associated with: labour influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behaviour and crime, and maintaining a safe environment etc.]</i></p> <p>In addition, the Contractor shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Environment and Social Management Plan (ESMP)</p> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan that includes the Strategies and Implementation Plans described below:</p> <p><i>[Note: insert name of applicable plans and strategies and specific risk/s];</i></p> <ul style="list-style-type: none"> <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</i> <i>[e.g. Water Resource Protection Plan to prevent contamination of drinking water];</i> <i>[e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];</i> <i>[e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];</i> <i>[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].</i> <i>[e.g strategy for marking and respecting work site boundaries etc.]</i>

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Part 1: Section 2 Tender Data Sheet

Instructions to Contractors Reference	Data relevant to the ITT
	<p><i>[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VI as advised by Environmental/Social specialists.</i></p> <p><i>The key risks to be addressed by the Contractor should be identified by Environmental/Social specialists, for example from the Environmental and Social Impact Assessment (ESIA). The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc.</i></p>
ITT 18.2	The Authority for specifying rates of exchange shall be the Central Bank of Eswatini.
ITT 18.3	Foreign currency requirements shall not be payable in different foreign currencies
ITT 19.1	Tenders must be valid until 30 September 2025 .
ITT 20.1	A Tender Security shall be required.
ITT 20.2	Where a Tender Security is required, the amount and currency of Tender Security shall be 25 000.00 Eswatini Lilangeni.
ITT 20.3	The Tender Security shall be valid until 31 October 2025 .
ITT 22.1	In addition to the original of the Tender, the number of copies required is: 2
ITT 23.1	<p>For Tender submission purposes only, the Procuring Entity's address is:</p> <p>Attention: The Chief Executive Officer</p> <p>Physical Address: Eswatini Railways Head Office Dzeliwe Street, Mbabane Eswatini.</p>
ITT 24.1	<p>The deadline for Tender submission is:</p> <p>Date: 04 July 2025</p> <p>Time (SAST): 10:00hrs</p>

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Part 1: Section 2 Tender Data Sheet

Instructions to Contractors Reference	Data relevant to the ITT
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: The Chief Executive Officer Eswatini Railways Head Office Dzeliwe Street, Mbabane Eswatini.</p> <p>Date: 04 July 2025</p> <p>Time (SAST): 10:30hrs</p>
ITT 38.1	A margin of preference <i>shall not</i> apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITT 38.2	<p>(a) The margin of preference for contractors in Group A shall be: <i>[insert absolute percentage between 1 – 15%]</i></p> <p>(b) The margin of preference for contractor in Group B shall be: <i>[insert absolute percentage between 1 – 7.5%]</i></p>
ITT 45.1	<p><i>[Delete the following if not applicable]</i></p> <p>The successful Contractor shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.</p>
ITT 46.1	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz</p> <p>If a Contractor wishes to make a procurement-related complaint, the Contractor shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:</p> <p>Title/position: <i>The Chief Executive Officer</i></p> <p>Procuring Entity: <i>Eswatini Railways</i></p> <p>Email address: Tenders@esr.co.sz</p> <p>In summary, a procurement-related complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

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Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: _____

A. Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

2.1 The evaluation shall be conducted in four sequential stages –

- (a) A Preliminary Examination to determine the eligibility of Contractors and the administrative compliance of Tenders received;
- (b) A Technical Evaluation to determine the technical responsiveness of the eligible and compliant Tenders;
- (c) A Financial Comparison to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender; and
- (d) Post qualification to confirm whether the best evaluated Contractor has the capacity and resources to effectively execute the procurement.

2.2 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the Technical Evaluation stage.

B. Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined in accordance with ITT Clause 4; and

3.2 The documentation required to provide evidence of eligibility shall be:-

	Eligibility Requirement	Documentary Evidence to be Provided by the Contractor
(a)	The Contractor has legal capacity to enter into the contract	<ul style="list-style-type: none">(i) Certificate of Incorporation or Registration.(ii) Trading License for the current year.(iii) Certified Copy of Valid CIC Registration Certificate (B2 or B3).(iv) Form J & Form C

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Part 1: Section 3 Evaluation Methodology and Criteria

(b)	The Contractor is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A written declaration signed by the authorised representative of the Contractor. Or A Letter of good standing from the bank.
(c)	The Contractor has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Contractor has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate <i>[for Swati firms only]</i> Social Security Compliance Certificate or equivalent <i>[for foreign firms]</i>
(e)	The Contractor adheres to basic labour legislation	Labour Compliance Certificate <i>[for Swati firms]</i>
(f)	The Contractor does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the Contractor
(g)	The Contractor, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	A written declaration signed by the authorised representative of the Contractor A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Contractor's Country <i>[for foreign firms]</i> Police clearance or Affidavit <i>[the document(s) above should relate to the professional and criminal conduct of the contractor]</i>
(f)	The Contractor is not subject to suspension in accordance with section 55 [of the Public	A written declaration signed by the authorised representative of the Contractor

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	Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a Contractor or supplier currently subject to suspension	
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Procuring Entity shall include “or equivalent document” in respect of international tenders and shall indicate the information provided by the corresponding document obtainable from the Eswatini jurisdiction appreciation of foreign bidders to submit corresponding documents.

3.3 For Joint Venture or Consortiums or Associations;

- a) A registered Power of Attorney from each member or partner if drawn and signed in Eswatini; or a notarised Power of Attorney if drawn and signed outside Eswatini, nominating a representative to conduct all business on its behalf during the Tender preparation, Tendering process and contract execution in case of award of the contract.
- b) The documentation in Section 3.2 for each member or partner and a copy of the Joint Venture / Consortium / Association Agreement which is legally binding on all partners or members stating that:
 - (i) The partners or members shall jointly submit a Tender;
 - (ii) One of the parties will be nominated as lead member or partner to act for and on behalf of all members or partners;
 - (iii) The authorized representative of the lead member or partner who was granted power of attorney shall sign the Tender;
 - (iv) In the event that the Tender is successful, the contract shall be executed in the name of the Joint Venture (JV), Consortium or Association and each member or partner shall sign the contract agreement; and
 - (v) All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance criteria shall be conducted in accordance with ITT Clause 34.3.

C. Technical Evaluation Criteria

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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5. Assessment of Responsiveness

5.1 The assessment of responsiveness will consider the following criteria:

- (a) Acceptance of the conditions of the proposed contract;
- (b) Acceptable completion schedule;
- (c) Acceptability of the proposed program (work method and schedule), including relevant drawings and charts.

6. Mobilization

Evaluation of the responsiveness of the Tender to the technical requirements will include an assessment of the Contractor's capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Statement of Requirements).

6.1 Personnel and Equipment

A. Personnel

The Contractor must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	General Work Experience (years)	Experience in Similar Works (years)
1.	Construction Manager	CV and qualifications with at least 10 years' experience and minimum Diploma in Building or Civil Engineering	CV and qualifications with at least 10 years' experience and minimum Diploma in Building or Civil Engineering
2.	Foreman	CV and qualification with at least 10 years' experience and qualification in any environment field	CV and qualification with at least 10 years' experience and qualification in any environment field
3.	Health and Safety Office	CV and qualification with atleast 5 years' experience and minimum Diploma in Environmental Health and Safety	CV and qualification with atleast 5 years' experience and minimum Diploma in Environmental Health and Safety

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Part 1: Section 3 Evaluation Methodology and Criteria

No.	Position	General Work Experience (years)	Experience in Similar Works (years)
4.	Carpenter	CV with qualification with at least 5 years' experience and minimum Grade 1 certificate in carpentry	CV with qualification with at least 5 years' experience and minimum Grade 1 certificate in carpentry
5.	Painter	CV with qualifications and at least 5 years' experience and minimum Grade 1 certificate	CV with qualifications and at least 5 years' experience and minimum Grade 1 certificate
6.	Bricklayer	CV with qualifications and at least 5 years' experience and minimum Grade 1 certificate in brick laying or any other related field	CV with qualifications and at least 5 years' experience and minimum Grade 1 certificate in brick laying or any other related field

The Contractor shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

B. Equipment

The Contractor must demonstrate that it shall have access to the key equipment listed hereafter (either by ownership, lease, hire): Attach documentary evidence of ownership, lease, hire such as registration books, agreements or memoranda or purchase order).

No.	Equipment Type and Description/ Capacity	Minimum Number required
1.	Scaffolding	To cover a maximum height of a two-level building
2.	Concrete mixer	1
3.	Concrete breaker	1
4.	Crane Truck	1

The Contractor shall provide further details of proposed items of equipment using the relevant Form in Section 4.

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6.2 Qualification

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last 3years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form 5
6.2.2 Pending Litigation	All pending litigation shall in total not represent more than 10 percent (10%) of the Contractor’s net worth and shall be treated as resolved against the Contractor.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form 5A

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Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.3 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years ² .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form 5B ESHS Performance Declaration

² The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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Factor	Financial Situation and Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.4 Historical Financial Performance	Submission of audited accounts or other financial statements acceptable to the Employer, for the last 3years to demonstrate the current soundness of the Contractors financial position and its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form 6 and audited financial statements
6.2.5 Average Annual Turnover	Minimum average annual turnover of 2million SZL, calculated from total certified payments received for contracts in progress or completed, within the last 3 years	Must meet requirement	Must meet requirement	Must meet _____ percent (____%) of the requirement	Must meet _____ percent (____%) of the requirement	Form 7 and audited financial statements

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Factor	Financial Situation and Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Contractor				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
6.2.6 Financial Resources	The Contractor must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: To cover the project duration and (ii) the overall cash flow requirements for this contract and its concurrent commitments.	Must meet requirement	Must meet requirement	Must meet _____ percent (%) of the requirement	Must meet _____ percent (____%) of the requirement	Form 8 and line of credit

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<i>Factor</i>	Experience					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Contractor</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
6.2.7 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 3years prior to the Tender submission deadline, and with activity in at least 4 months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form 9 and Certificates of Completion or Substantial Completion
6.2.8 Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in at least _____ 3 contracts within the last 5years, each with a value of at least _2million SZL_, that have been successfully and substantially completed (at least 70 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size,	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form 10 and Certificates of Completion or Substantial Completion

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<i>Factor</i>	Experience					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Contractor</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
	complexity, methods/technology or other characteristics as described in Section 6, Statement of Requirements.					
6.2.9 Specific Experience	For the above or other contracts executed during the period stipulated in 6.2.8(a) above, a minimum experience in the following key activities: Concrete works, roof works, finishes and general building works.	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form 10 and copies of the contracts providing the scope of the works

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Contractor's shall also provide information and documentation of:-

- (a) Authority to seek references from the Contractor's bankers; and
- (b) Foreign firms shall be required to submit proposals for subcontracting components of the works to local (Swati) firms amounting to at least 30% of the Contract Price.

D. Financial Comparison Criteria

7. Costs to be included in the Tender Price

7.1 The financial comparison shall be conducted in accordance with ITT Clause 37.

The following costs shall be included in the Tender price:

- (a) the total price given in the Activity Schedule/Bills of Quantities;
- (b) day works, if any.

7.2 The following costs shall be excluded from the Tender price:

- (a) provisional sums;
- (b) the provision for contingencies in the Activity Schedule/ Bills of Quantities.

8. Margin of Preference

8.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

8.2 The PE will first review the Tenders that have reached financial comparison to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Contractors' declarations in the Tender Submission Sheet and supporting evidence on ownership/shareholding of the Contractors in accordance with ITT 38.2.

8.3 All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Contractors in Group A and Group B will be increased by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Contractor Z)- (Tender Price of Contractor Z x percentage specified in the Tender Data Sheet ITT 35.2)].* After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

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9. Determination of Best Evaluated Tender or Tenders

- 9.1 Post qualification evaluation will be carried out on the lowest evaluated Contractor as specified below: -

Legal Requirements – Due diligence shall be done to verify ownership of the company and its registration with appropriate body in the country of principal business.

- (i) Technical Requirements–Due diligence shall be done to:

- (a) Verify and validate the Contractor's performance on previous indicated private and public contracts in the Contractor's submission.
- (b) Verify and validate current commitments and litigation record of the Contractor.

- (ii) Financial Requirements - Due diligence shall be done to verify and ascertain the Contractor's financial contracting capacity and bank commitment to provide a credit line to the Contractor.

- 9.2 A Contractor not meeting any of the above criteria shall be rejected.

- 9.3 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive and have passed the post-qualification shall be the best evaluated Tender. If this Tendering Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.

- 9.4 Notwithstanding paragraph 9.1, if the Tendering Document allows Contractors to quote different prices for single lots and for the award to a single Contractor of multiple lots, the Procuring Entity shall conduct a further financial comparison to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

Additional Evaluation Criteria (If applicable)

In addition to the evaluation criteria listed in Section 3, the following criteria may apply for the Procuring Entities:

10 Multiple Contracts

If permitted under additional criteria, will be evaluated as follows:

10.1 Award Criteria for Multiple Contracts:

Lots

Contractors have the option to Tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the Contractor or Contractors offering the lowest evaluated cost to the Procuring Entity for combined lots, subject to the selected Contractor(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

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Section 3: Evaluation Methodology & Criteria Data Sheet

Technical Evaluation

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection (TCS) methodology.

1. Assessment of Responsiveness	(a) Acceptable of the conditions of the proposed contract	10
	(b) Acceptable of the Completion Schedule	
	(c) Acceptability of the proposed programme (work method and schedule not more than 90 days.) Including relevant drawings and charts	
2. Qualifications	Non-performance of a contract did not occur within the last 3years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	10
	All pending litigation shall in total not represent more than 10 percent (10%) of the Contractor's net worth and shall be treated as resolved against the Contractor.	
	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years.	
3. Financial Situation and Performance	Submission of audited accounts or other financial statements acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the Contractors financial position and its prospective long-term profitability.	20
	Minimum average annual turnover of 2million SZL, calculated from total certified payments received for contracts in progress or completed, within the last 3years	
	The Contractor must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:	

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	(i) the following cash-flow requirement: Available to meet the total construction cash flow demands of the subject contract or contracts. and (ii) the overall cash flow requirements for this contract and its concurrent commitments.	
4. Contractor's Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 years prior to the Tender submission deadline, and with activity in at least 3 months in each year.	25
	(a) Participation as contractor, management contractor, or subcontractor, in at least 2 contracts within the last 3years, each with a value of at least 2million SZL, that have been successfully and substantially completed (at least 70 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology, or other characteristics as described in Section 6, Statement of Requirements.	
	For the above or other contracts executed during the period stipulated in 6.2.8(a) above, a minimum experience in the following key activities: <i>Concrete and block works, roof works, finishes and other general building works.</i>	
5. Mobilization		
5.1.Key site personnel	Construction Manager x 1 - CV and qualifications with at least 10 years' experience and minimum Diploma in Building or Civil Engineering	5
	Foreman x 1 CV and qualification with at least 10 years' experience and qualification in any environment field	5
	Health and Safety Office x 1 - CV and qualification with at least 5 years' experience and minimum Diploma in Environmental Health and Safety	2
	Carpenter x 2 - CV with qualification with at least 5 years' experience and minimum Grade 1 certificate in carpentry	1
	Painter x 1 - CV with qualifications and at least 5 years' experience and minimum Grade 1 certificate	1

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	Bricklayer x 1 - CV with qualifications and at least 5 years' experience and minimum Grade 1 certificate in brick laying or any other related field	1
	Maximum Points	15
5.2.Plant and Equipment	Scare folding	5
	Concrete mixer	1
	Concrete breaker	1
	Crane Truck	3
	Maximum Points	10
6. Proof for access to Contractors Banker	Bank Letter (authority to seek reference)	5
7. Swati Business Promotion	Degree to which ownership of business rests with Swati citizen and managed by Swati citizen 51% ownership	5
Total Score for Technical Proposal		100

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Section 4: Tendering Forms

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Part 1: Section 4 Tendering Forms

[This Tender Submission Sheet should be on the letterhead of the Contractor and should be signed by a person with the proper authority to sign documents that are binding on the Contractor]

Tender Submission Sheet

Date: 04 June 2025

Procurement Reference No: *Tender #.04-2026*

To: *Eswatini Railways*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to execute in conformity with the Tendering Document and in accordance with the completion schedule specified in the Statement of Requirements and the terms and conditions of the Tendering Document, the following works *[insert a brief description of the Works]*;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is _____
- (d) The discounts offered and the methodologies for their application are:
Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*
Methodology of application of the unconditional discounts. The unconditional discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;
Cross discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions for its application.]*
Methodology of application of the cross discounts. The cross discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our Tender shall be valid until the date specified in ITT Sub-Clause 19.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount in words and figures of the Performance Security]* for the due performance of the Contract;
- (g) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1;
- (h) We, including any subcontractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Contractor, including that of all parties that comprise the Contractor, if the Contractor is a joint venture, consortium or association, and the nationality of each subcontractor]*;

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- (i) We are eligible for a Margin of Preference in accordance with ITT Clause 38;
[or]
We are not eligible for a Margin of Preference in accordance with ITT Clause 38;
- (j) We have signed and undertake to abide by the Code of Ethical Conduct for Contractors and Providers during the procurement process and the execution of any resulting contract;
- (k) We accept the appointment of *[name proposed in GCC 35.1]* as the Adjudicator.
[or]
We do not accept the appointment of *[name proposed in GCC 35.1]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.
- (l) We are not participating, as Contractors, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;
- (m) We, including any subcontractors, do not have any conflict of interest as stated in ITT 4.4 and are not associated, nor have been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or that is being proposed as Project Manager for the Contract;
- (n) We, including any subcontractors for any part of the contract, have not been suspended by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;
- (o) We understand that you are not bound to accept the lowest Tender or any other Tender that you may receive.

Signed: *[signature of person whose name is shown below]*

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert designation of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture]*

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

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Part 1: Section 4 Tendering Forms

Code of Ethical Conduct in Business for Contractors

1. Ethical Principles

Contractors and providers shall at all times-

- (a) Maintain integrity and independence in their professional judgement and conduct;
- (b) Comply with both the letter and the spirit of-
 - (i) The laws of Eswatini; and
 - (ii) Any executed contract.
- (c) Avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Contractors and providers shall-

- (a) Strive to provide works, services and goods of high quality and accept full responsibility for all works, services or goods provided;
- (b) Comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Contractors and providers shall not accept contracts which would constitute a conflict of interest with any prior or current contract with any Procuring Entity. Contractors and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (a) Information given by Contractors and service providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (b) Service providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Contractors and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a procurement decision of the Entity.

6. Inducements

- (a) Contractors and service providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

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Part 1: Section 4 Tendering Forms

- (b) Contractors and service providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Contractors and service providers shall not-

- (a) Collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and competitive competition;
- (b) Enter into business arrangements that might prevent the effective operation of fair competition;
- (c) Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) Misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;
- (e) Unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;
- (f) Withholding information from the PE during contract execution to the detriment of the PE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF CONTRACTOR³

³ If the bidder is a JV, Consortium or Association, state the name of the JV, Consortium or Association

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Part 1: Section 4 Tendering Forms

[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Contractor in its Tender, if so indicated in the TDS]

Form of Tender Security (Bank Guarantee)

Date:

Procurement Reference No.:

To:

Whereas, *[insert complete name of Contractor/Joint Venture/Consortium/Association]* (hereinafter called “the Contractor”) has submitted its Tender dated *[insert date (as day, month and year) of Tender submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the Works]*.

KNOW ALL PEOPLE by these presents that We *[insert complete name of institution issuing the Tender Security]* of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter called “the Guarantor”) are bound unto *[insert complete name of Procuring Entity]* (hereinafter called “the Procuring Entity”) in the sum of *[specify in words and figures the amount and currency of the Tender Security]* for which the Guarantor binds itself, its successors or assignees to make payment to the Procuring Entity.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are:

- (1) If the Contractor withdraws its Tender during the period of Tender validity specified in the Tender submission sheet or as provided in ITT Sub-Clause 19.3 or refuses to accept the correction of its Tender price pursuant to ITT Clause 32.5; or
- (2) If the Contractor having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity fails or refuses to:
 - (a) Sign the Contract in accordance with the ITT Clause 43.2, if required; or
 - (b) Furnish the Performance Security, in accordance with the ITT Clause 45.2 and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Contractors (“ITT”).

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity’s having to substantiate its demand, provided that in its demand the Procuring Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

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Part 1: Section 4 Tendering Forms

This security shall remain in force up to and including _____ *[insert date, (day, month and year) in accordance with ITT Clause 19.1 or 19.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub – article 20 (a) is hereby excluded.

Signed: *[insert signature of person whose name is shown below]*

Name: *[insert complete name of person signing the Tender Security]*

In the capacity of *[insert designation of person signing the Tender Security]*

Duly authorised to sign the Tender Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____ (month), _____ (year) *[insert date of signing]*

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[Use Contractor's Letterhead]

[Name of Contractor]

[Physical Address of Contractor]

Form of Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*

Subject of procurement and Ref number.: *[insert reference number of procurement process]*

To: *[insert complete name of Procuring Entity]*

I/We*, the undersigned, declare as follows:

I/We* understand that, according to the conditions of the Tendering Document, Tenders must be supported by a Tender Securing Declaration valid until the date indicated in the Tender Data Sheet (TDS).

I/We* accept that I/we* may be suspended by the Agency from being eligible for Tendering in any public procurement or disposal process if we are in breach of our obligations under the conditions in the Tendering document, because we:

- (a) Have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or as provided in ITT Sub-Clause 19.3 or have refused to accept the correction of our Tender price pursuant to ITT Clause 32.5; or
- (b) Having been notified of the acceptance of our Tender by the PE during the period of Tender validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITT 45.2 or and, if required, the Environmental and Social (ES) performance securing declaration.

I/We* understand this Tender Securing Declaration shall cease to be valid if I am/we are* not the successful Contractor, upon the earlier of:

- (i) The expiry of the notice of best evaluated Contractor without any pending administrative review application; or
- (ii) Twenty-eight (28) days after the expiration of the validity of my/our* Tender.

Signed: *[insert signature of person whose name is shown below]* In the capacity of *[insert designation of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Contractor]*

Dated on _____ day of _____ (month), _____ (year) *[insert date of signing]*
Corporate Seal (where appropriate)

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Part 1: Section 4 Tendering Forms

[Note: In case of a Joint Venture, Consortium or Association the Tender Securing Declaration must be in the name of all partners that submit the Tender and signed by the representative duly authorized by the partners.]

****Please delete as appropriate***

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Technical Documentation

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Environmental and Social Management Plan
6. Code of Conduct for Contractor's Personnel
7. *BOQs*
8. Drawing

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Site Organization

Provide a detailed description/illustration of the proposed site organization in terms of personnel, offices, materials storage, workshops etc.

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Method Statement

Provide a detailed description of the proposed method statement to execute the work

Mobilization Schedule

Provide a detailed description/illustration of the proposed mobilization schedule for materials, equipment, labour etc. including sources.

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Construction Schedule

Provide a detailed description/illustration of the proposed construction schedule.

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Environmental and Social Management Plan

- a) *The Contractor shall submit comprehensive and concise Environment Social Health and Safety Management Plan as required by ITT 15.1 (i) of the Tender Data Sheet. This plan shall describe in detail the actions and management processes etc. that will be implemented by the Contractor, and its subcontractors.*
- b) *In developing these strategies and plans, the Contractor shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Statement of Requirements in Section 6.*

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Note to the Contractor:

The minimum content of the Code of Conduct Form as set out by the Employer shall not be substantially modified. However, the Contractor may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Contractor shall initial and submit the Code of Conduct Form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We....., [enter name of Contractor], undertake that once we are awarded the contract for[enter description of the works] to be carried out at [enter the site and other locations where the works will be carried out] shall implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, labourers and other employees at the Works Site or other places where the works would be carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. Maintain a safe working environment including by:
 - a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. Wearing required personal protective equipment;
 - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and

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Part 1: Section 4 Tendering Forms

- d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
8. Not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters]* in writing at this address[] or by telephone at [.....] or in person at [.....]; or
2. Call [.....] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person with relevant experience in handling gender-based violence]* requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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Part 1: Section 4 Tendering Forms

Forms for Key Personnel

Form – 1: Proposed Personnel

Contractors should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3: Evaluation Methodology and Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
	Duration of commitment for this position
2.	Title of position
	Name
	Duration of commitment for this position
3.	Title of position
	Name
	Duration of commitment for this position
4.	Title of position:
	Name
	Duration of commitment for this position
5.	Title of position: Environmental Officer
	Name
	Duration of commitment for this position
6.	Title of position: Social Development Officer
	Name
	Duration of commitment for this position
etc.	Title of position
	Name
	Duration of commitment for this position

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Part 1: Section 4 Tendering Forms

Form – 2: CV of Proposed Personnel

The Contractor shall provide all the information requested below.

Position		
Personnel Information	Name	Date of birth
	Professional qualifications	
	Academic qualifications	
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Project	Role	Duration in Involvement	Relevance Experience
<i>[Date, Month and Year]</i>	<i>[Date, Month and Year]</i>	<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role i.e. Months and Years]</i>	<i>[describe the experience relevant to this position]</i>

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Part 1: Section 4 Tendering Forms

Declaration

I, the undersigned *[insert name of “Key Personnel”]*, certify that to the best of my knowledge and belief, the information in reference to my data contained in the Forms for Key Personnel correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor’s Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

1. Be taken into consideration during Tender evaluation;
2. Result in my disqualification from participating in the procurement process.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day, month, year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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Part 1: Section 4 Tendering Forms

Forms for Equipment

The Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3: Evaluation Methodology and Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Contractor. The Contractor shall provide all the information requested below, to the extent possible:

FORM 3

Type of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	<p>Indicate source of the equipment</p> <p><input type="checkbox"/> Owned</p> <p><input type="checkbox"/> Rented</p> <p><input type="checkbox"/> Leased</p> <p><input type="checkbox"/> Specially manufactured</p> <p>[Attach evidence of ownership, lease or hire in the form of registration books, agreements or memoranda or purchaser order]</p> <p>[For Specially Manufactured Equipment, attach evidence in form of Proforma Invoices, Quotation or Sales Agreement between the Contractor and the prospective equipment manufacturer]</p>	

The following information shall be provided only for equipment not owned by the Contractor.

FORM 3A

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex

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Part 1: Section 4 Tendering Forms

Agreements	Details of rental / lease / manufacture agreements specific to the project. (Attach evidence of lease or hire in the form of registration books, agreements or memoranda or purchaser order)

Qualification Forms

To establish its qualifications to perform the contract in accordance with Section 3: Evaluation Methodology and Criteria. The Contractor shall provide the information requested in the corresponding Information Sheets included hereunder:

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Part 1: Section 4 Tendering Forms

Form 4

Contractor Information Sheet

Date: _____

Procurement Reference Number: _____

1. Contractor's Name ¹ :
2. In case of JV / Consortium / Association, state name of each party in Form 4A
3. Contractor's Country of Registration / Incorporation ² :
4. Contractor's Year of Registration / Incorporation ³ :
5. Contractor's Address in Country of Registration / Incorporation ⁴ :
6. Contractor's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Certificate of Incorporation or Registration of firm named in 1, above. <input type="checkbox"/> In case of JV / Consortium / Association, the JV / Consortium / Association Agreement <input type="checkbox"/> In case of government owned entity from the Procuring Entity's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

¹In case of JV / Consortium / Association, Fill in Form 4A

²In case of JV / Consortium / Association, Fill in Form 4A

³In case of JV / Consortium / Association, Fill in Form 4A

⁴In case of JV / Consortium / Association, Fill in Form 4A

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Party to JV / Consortium / Association Information Sheet

Date: _____

Procurement Reference Number: _____

1. Legal Name of party to JV / Consortium / Association:
2. Country of Registration of party to JV / Consortium / Association:
3. Year of Registration of party to JV / Consortium / Association:
4. Legal Address in Country of Registration for party to JV / Consortium / Association:
6. Authorized Representative Information for party to JV / Consortium / Association Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Certificate of Incorporation or Registration of firm named in 1, above. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

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Historical Contract Non-Performance

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Names: _____

Procurement Reference No.: _____

Non-Performing Contracts in accordance with the Technical Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____	_____

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Pending Litigation

Pending Litigation, in accordance with Section III			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 6.2.2 of Section III			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 6.2.2 of Section III, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

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FORM 5 B**Environmental, Social, Health and Safety Performance Declaration****Environmental, Social, Health, and Safety Performance Declaration**
in accordance with Section III, Qualification Criteria, and Requirements

- ☐ **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3.
- ☐ **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (value, currency, exchange rate and Lilangeni equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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Part 1: Section 4 Tendering Forms

...	...	<i>[list all applicable contracts]</i>	...
<p>Performance Security called by an employer(s) for reasons related to ESHS Performance</p>			
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Lilangeni equivalent)	
<i>[insert year]</i>	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>	

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Current Contract Commitments / Works in Progress

[The following table shall be filled in for the Contractor, each member of a Joint Venture / Consortium / Association]

Contractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture / Consortium / Association Member's Name: *[insert full name]*

Proc. Reference No: *[insert Reference Number]*

[Contractors and each partner to a JV/ Consortium / Association should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

Name of contract	Employer, contact address/tel	Value of outstanding work	Estimated completion date	Average monthly invoicing over last six months (Lilangeni /month)
1.				
2.				
3.				
4.				
5.				
etc.				

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Part 1: Section 4 Tendering Forms

FORM 6 A

Financial Situation Historical Financial Performance

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Legal Name: _____

Procurement Reference No.: _____

To be completed by the Contractor and, if JV/ Consortium / Association, by each partner

Financial information in Lilangeni equivalent	Historic information for previous _____ () years (Lilangeni equivalent)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

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Part 1: Section 4 Tendering Forms

-
- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Contractor or partner to a JV, and not sister or parent companies
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

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Part 1: Section 4 Tendering Forms

Form 7

Average Annual Turnover

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Annual turnover data (construction only)		
Year	Amount and Currency	Lilangeni equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III, Sub-Factor 6.2.5, divided by that same number of years.

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Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3: Evaluation Methodology and Criteria.

Source of financing	Amount (Lilangeni equivalent)
1.	
2.	
3.	
4.	

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Part 1: Section 4 Tendering Forms

FORM 9

Experience

General Experience

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Contractor
_____	_____	_____	Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Contractor: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

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Part 1: Section 4 Tendering Forms

Form 10

Specific Experience

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Similar Contract Number: ____ [insert specific number] of ____ [insert total number of contracts required].	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		Lilangeni ____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	Lilangeni ____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone number:	_____ _____		
E-mail:	_____ _____		

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Part 1: Section 4 Tendering Forms

Form 10 A (cont.)

Specific Experience (cont.)

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Similar Contract No. <i>___[insert specific number] of ___[insert total number of contracts] required</i>	Information
Description of the similarity in accordance with Sub-Factor 6.2.8a) of Section 3: Evaluation Methodology and Criteria.:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

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Part 1: Section 4 Tendering Forms

Form 10 A (b)

Specific Experience in Key Activities

Contractor's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		_____
If partner in a JV / Consortium / Association, specify participation of total contract amount	_____ %	_____	_____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone number:	_____		
E-mail:	_____ _____		

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Part 1: Section 4 Tendering Forms

Form 10 (b) (cont.)

Specific Experience in Key Activities (cont.)

Contractor's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

	Information
Description of the key activities in accordance with Sub-Factor 6.2.9 b) of Section III:	

We, the undersigned, declare that the information contained in and attached to these forms is true and accurate as of the date of Tender submission:

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

Name: *[insert complete name of authorized person signing the Qualification Form]*

Duly authorised to sign the Qualification Form for and on behalf of: *[insert complete name of Contractor or name of Joint Venture/ Consortium / Association]*

Dated on _____ day of _____, _____ *[insert day / month / year of signing]*

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Section 5: Eligible Countries

Procurement Reference Number: Tender No.04-2025

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) As a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

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PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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Scope of Works

The structures are over two decades old. A visual inspection performed by ESR identified some signs of failure in the basement slab and beams. Leaks exposed eroded reinforcement, some cracks, and spalling are among the defects that were identified during the inspection. For safety reasons, ESR requires to refurbish the buildings' and ensure that they are still structurally sound. The works are in two Lots as detailed below.

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Technical Specifications

1. LOT 1: The Refurbishments of The Eswatini Railways Head Office Building on Lot 2173/B In Mbabane

The refurbishment of the building scope of the works consists of the following but not limited:

- Roof refurbishment works.
- Reception Facelift
- Ceiling Rehabilitation
- External Wall & Basement refurbishment
- Repair of the wall and structural cracks

Bidders are to refer to attached Unpriced Bills of Quantities

2. Lot 2: The refurbishment of the ESR Office Building on REM/81 in Matsapha II Station

The refurbishment of the building scope of the works consists of the following but not limited:

- Repair of the wall cracks
- Painting works of the building internal and external works.
- Roof works e.g. supply and installation of roof gutters.
- Wall and floor works

Bidders are to refer to attached Unpriced Bills of Quantities

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Environmental, Social, Health and Safety Requirements

[The PE shall use the services of suitably qualified environmental, social, health and safety specialists to prepare the specifications for ESHS.

The PE shall attach or refer to the PE's environmental, social, health and safety policies that will apply to the project. If these are not available, the PE should use the guidance in the user guide in drafting an appropriate policy for the works].

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Drawings

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Activity Schedule/ Bills of Quantities

Activity Schedule

Date: *[insert date (as day, month and year) of Tender Submission]*

Procurement Reference No.: *[insert Procurement Reference number]*

Name of Contractor: *[Insert the name of the Contractor/Joint Venture/Consortium/Association]*

Item number	Activity Description	Amount in Lilangeni

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

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture/Consortium/Association]*

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

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Bill of Quantities

Date:

Procurement Reference No.:

Name of Contractor:

LOT 1:

RAILWAYS HEADQUARTERS MBABANE REFURBISHMENTS

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO 1	H1	0		
PRELIMINARY AND GENERAL	H1	0		
BUILDING AGREEMENT AND PRELIMINARIES	H1	0		
The JBCC Principal Building Agreement (May 2018 Edition 6.2) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described The JBCC Principal Building Agreement contract data form an integral part of this agreement		0		
The ASAQs Preliminaries (May 2018) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0		
The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause thereof		0		

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Part 2: Section 6 Statement of Requirements

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		0	
Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"		0	
PREAMBLES FOR TRADES	H2	0	
The Model Preambles for Trades (2008 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		0	
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		0	
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		0	
The contractor is to allow in his prices for working space reduction at times during the construction period. The working area shall reduce to the building footprint plus two metres for ease of operations by the contractor executing the civil works.		0	
PRICING OF PRELIMINARIES	H2	0	
Should the contractor select Option A in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)		0	

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Part 2: Section 6 Statement of Requirements

STRUCTURE OF PRELIMINARIES	H2	0		
Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any Special clauses to meet the particular circumstances of the project.		0		
SECTION A - PRINCIPAL BUILDING AGREEMENT	H1	0		
Interpretation (A1 - A7)	H3	0		
Clause 1.0 - Definitions and interpretationPricing of bills of quantities The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing inposition, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works,returning of packaging, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreementItems left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertainedPrices for all plant, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessaryLegal status of contractorIf the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons then:1.These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement2.These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons3.The contractor shall not alter its composition or legal status without the prior written consent of the employerF:..... V:..... T:.....	Item	1		

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Part 2: Section 6 Statement of Requirements

<p>Clause 2.0 - Law, regulations and notices Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993 and Occupational Health and safety Act 2001. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1] The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's safety specification <p>F:..... V:..... T:.....</p>	Item	0		
<p>Clause 3.0 - Offer and acceptance F:..... V:..... T:.....</p>	Item	0		
<p>Clause 4.0 - Assignment and cession F:..... V:..... T:.....</p>	Item	0		
<p>Clause 5.0 - Contract documents Value Added Tax Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) Contract drawings The contract drawings are as listed on the contents page of the bills of quantities [5.1] No All drawings for this project will be issued as hard copies and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched [5.5] F:..... V:..... T:.....</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

<p>Clause 6.0 - Employer's agents Delegated authority The authority of the principal agent to perform duties for specific aspects of the works is delegated to the agents as follows [6.2]: 1. Project Manager Dlamini Gibb Engineering & Architecture P O Box D322 The Gables H126 Tel: (+268) 24161660 www.gibb.co.za 2. Structural Engineer Dlamini Gibb Engineering & Architecture P O Box D322 The Gables H126 Tel: (+268) 24161660 www.gibb.co.za 3. Quantity Surveyor Maphanga Mitchell Associates P O Box 8 Eveni Tel: (+268) 2404 3044 info@mapmitch.org F:..... V:..... T:</p>	Item	0		
<p>Clause 7.0 - Design responsibility F:..... V:..... T:.....</p>	Item	0		
<p>Insurance and security (A8 - A11)</p>	H3	0		
<p>Clause 8.0 - Works risk F:..... V:..... T:.....</p>	Item	0		
<p>Clause 9.0 - Indemnities F:..... V:..... T:.....</p>	Item	0		
<p>Clause 10.0 - Insurances F:..... V:.....T:.....</p>	Item	0		
<p>Clause 11.0 - Security Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] F:..... V:..... T:.....</p>	Item	0		
<p>Execution Clause 12.0 - Duties of the parties F:..... V:..... T:.....</p>	Item	0		
<p>Clause 13.0 - Setting out F:..... V:..... T:.....</p>	Item	0		
<p>Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....</p>	Item	0		
<p>Clause 15.0 - Selected subcontractors F: V:..... T:</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

Clause 16.0 - Direct contractors F:..... V:..... T:.....	Item	0		
Clause 17.0 - Contract instructions Contract instruction Instructions issued on site are to be recorded in a contract instruction book which is to be supplied by the Principal Agent and maintained on site by the contractor F:..... V:..... T:.....	Item	0		
Completion (A18 - A24)	H3	0		
Clause 18.0 - Interim completion F: V:..... T:.....	Item	0		
Clause 19.0 - Practical completion F: V:..... T:	Item	0		
Clause 20.0 - Sectional completion F:..... V:..... T:.....	Item	0		
Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	0		
Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	0		
Clause 23.0 - Revision of date for practical completion Substitution of materials and goods The removal of any materials and goods which do not conform to the specification or the other contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2] F:..... V:..... T:	Item	0		
Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	0		
Payment (A25 - A27)	H3	0		

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Part 2: Section 6 Statement of Requirements

<p>Clause 25.0 - Payment Materials and goods stored off site The inclusion of materials and goods stored off site in the amount authorised for payment shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved security [25.3.2] Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4] Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement 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 certificate of final completion, it shall be in writing F:..... V:..... T:.....</p>	Item	0		
<p>Clause 26.0 - Adjustment of the contract value and final account Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation to assist the principal agent in adjudicating the claim [26.6] F:..... V:..... T:.....</p>	Item	0		
<p>Clause 27.0 - Recovery of expenses and/or loss F:..... V:..... T:.....</p>	Item	0		
<p>Suspension and termination (A28 - A29)</p>	H4	0		
<p>Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....</p>	Item	0		
<p>Clause 29.0 - Termination F:..... V:..... T:.....</p>	Item	0		
<p>Dispute resolution (A30)</p>	H4	0		
<p>Clause 30.0 - Dispute resolution F:..... V:..... T:.....</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

Agreement	H3	0		
The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item	0		
Contract data Before submission of his tender the contractor is to complete the tenderer's selection in the contract data F:..... V:..... T:.....	Item	0		
SECTION B: PRELIMINARIES Interpretation (B1)	H3	0		
Clause 1.1 - Definitions F:..... V:..... T:.....	Item	0		
Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	0		
Documents (B2) Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	0		
Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item	1		
Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item	0		
Previous work and adjoining properties (B3)	H3	0		
Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	N/A	0		
Clause 3.2 - Previous work - defects F:..... V:..... T:.....	N/A	0		
Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	N/A	0		
The Site (B4)	H3	0		
Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item	0		

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Part 2: Section 6 Statement of Requirements

Clause 4.2 - Enclosure of site works F:..... V:..... T:.....	Item	0		
Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	N/A	0		
Clause 4.4 - Enroachments F:..... V:..... T:.....	Item	0		
Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	1		
Clause 4.6 - Services - known F:..... V:..... T:.....	Item	1		
Management of Contract (B5)	H3	0		
Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	0		
Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	0		
Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	0		
Samples, shop drawings and manufacturer's instructions (B6)	H3	0		
Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	0		
Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	0		
Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	0		
Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	0		
Deposits and fees (B7)	H3	0		

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Part 2: Section 6 Statement of Requirements

Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	0		
Temporary services (B8)	H3	0		
Clause 8.1 - Water Option 'A' shall apply. Contractor's responsibility. F: V:..... T:	Item	0		
Clause 8.2 - Electricity Option 'A' shall apply. Contractor's responsibility. F: V:..... T:	Item	0		
Clause 8.3 - Ablution and welfare facilities Option 'A' shall apply. Contractor's responsibility. F:..... V:..... T:	Item	0		
Clause 8.4 - Communication facilities F:..... V:..... T:	Item	0		
Prime cost amounts (B9)	H3	0		
Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item	0		
Attendance on subcontractors (B10)	H3	0		
Clause 10.1 - General attendance F:..... V:..... T:.....	Item	0		
Clause 10.2 - Special attendance F:..... V:..... T:.....	Item	0		
General (B11)	H3	0		
Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	0		
Clause 11.2 - Protection/isolation of existing/sectionally occupied works F:..... V:..... T:.....	Item	0		

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Part 2: Section 6 Statement of Requirements

Clause 11.3 - Security of the works F:..... V:..... T:	Item	0		
Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	0		
Clause 11.5 - Disturbance F:..... V:..... T:.....	Item	0		
Clause 11.6 - Environmental disturbanceControlling all forms of pollutionThe contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etcThe contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works Comprehensive Mitigation PlanThe employer has prepared a Comprehensive Mitigation Plan (CMP) (Refer to Annexure G for a copy of the relevant plan). The employer has received written permission to proceed with the works from the Eswatini Enviroment Authority. The Contractor shall comply with any advice or directives given to the employer by the Authority.F:..... V:..... T:.....	Item	0		
Clause 11.7 - Works clearing and clearing F:..... V:..... T:.....	Item	0		
Clause 11.8 - Vermin F:..... V:..... T:.....	Item	0		
Clause 11.9 - Overhead work F:..... V:..... T:.....	Item	0		
Clause 11.10 - Tenant installation F:..... V:..... T:.....	Item	0		
Clause 11.10 - Advertising F:..... V:..... T:.....	Item	0		
SECTION C - SPECIFIC PRELIMINARIES	H1	0		

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Part 2: Section 6 Statement of Requirements

<p>Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specific 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 entity 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 execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....</p>	Item	0		
<p>Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution hereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....</p>	Item	0		
<p>Co-operation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget F:..... V:..... T:.....</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

<p>Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....</p>	Item	0		
<p>Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....</p>	Item	0		
<p>Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:.....T:.....</p>	Item	0		
<p>Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... V:..... T:.....</p>	Item	0		

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Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in anyway connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed,screened or aired by the media F:.....V:.....T:.....	Item	0	
SUMMARY OF CATEGORIES	H2	0	
Category: Fixed E..... Category: Value E..... Category: Time E.....		0	
		0	
BILL NO 2	H1	0	
ALTERATIONS	H1	0	
SUPPLEMENTARY PREAMBLES	H1	0	
View site Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained Materials All existing materials salvaged for reuse shall be for the account of the Employer. Explosives No explosives whatsoever may be used for demolition purposes unless otherwise stated General The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Architect. Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Architect.		0	

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Part 2: Section 6 Statement of Requirements

TEMPORARY WORKS	H2	0		
Temporary Works	H4	0		
Items of Temporary Works are described and measured separately for cost management purposes. Inclusion here of temporary works items does not absolve the Contractor from providing all necessary measures to ensure the safety and welfare of his own workers and of other people likely to come into contact with the works Temporary barriers, screens, etc including removal SPECIAL SCAFFOLDING Contractor to provide tunnel-like scaffolding securely braced on all sides, with shade cloth. The uprights are to be at least 2m high and the width should be at least 3m for entrance to and from Building.		0		
Dust screen 3000mm high between concrete floor and ceiling formed of suitable timber framing with 250 micron polyethylene sheeting stapled on and including corners, ends, etc (Provisional) in reception	m	10		
TEMPORAL ROOF COVER	H3	0		
Allow for temporal roof cover to exposed area.	H4	0		
Temporal roof cover	Item	1		
REMOVAL OF EXISTING WORK	H2	0		
Carefully taking out and removing doors, windows, etc including where necessary ironmongery from partition walls, setting aside for re-use and fixing to position Taking down and removing roofs, floors, panelling, ceilings, partitions, etc	H4	0		
Breaking up and removing blockwork etc	H4	0		
PROVISIONAL AMOUNT for demolition and reconstruction of blockwork	Item	1	10,000.00	10,000.00
Breaking up and removing ceramic tiling to existing structure	H4	0		
Floor tiles	m2	14		

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Removal of existing roof sheeting	H4	0		
Removal of existing IBR roof sheeting	m2	430		
Roof Structure	H4	0		
<p>In taking down and removing of roof structure utmost care shall be observed to prevent any structural or other damage to remaining portion of the building. The contractor shall ensure the stability of all structures during alteration work Special care shall be exercised during the progress of the work to ensure that any electrical installation, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Principal Agent if any disconnection or alteration become necessary. The contractor shall take all precaution necessary to prevent any nuisance from dust while carrying out the work. Material handed over to the Employer shall be carefully dismantled where necessary, neatly stored under cover on the site where directed and protected from damage until required for re-use. Any damage caused to such material during removal, storage or re-fixing shall be made good at the contractor's expense.</p>				
Taking down and removing existing roof structure	m2	215		
Carting away of rubble	H4	0		
Carting away of rubble to dump site located by the Contractor	Item	1		
REFURBISHMENTS	H2	0		
Existing walls refurbishment of visible cracks in the walls		0		
Large cracks	H4	0		
Prepare the area by cleaning around the crack with sugar soap to remove dust, grease and loose plaster. Use digging tool to remove loose material and open the crack into "V" shape and inject with epoxy	H4	0		

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Part 2: Section 6 Statement of Requirements

To vertical surfaces n.e 150mm girth	m	14	
To soffits & beams	m	10	
Small cracks	H4	0	
Enlarge the crack by 5mm using scraper, dust off and fill with a suitable product such as Polycell Trade interior filler	H4	0	
To soffits around light and air vents	m	60	
Making good wall cracks etc	H4	0	
Making good block work cracks and patching up holes (Provisional)	m2	69	
PRECAST CONCRETE	H3	0	
Coping	H4	0	
40x60x320mm Pre-concrete concrete coping high drips moulds along both edges, bedded and jointed and pointed in 5:1 sand/mortar	m	40	
		0	10,000.00
BILL NO. 3	H1	0	
ROOF (PROVISIONAL)	H1	0	
SPECIAL SCAFFOLDING	H2	0	
Contractor to provide tunnel-like scaffolding securely braced on all sides, with shay cloth. The uprights are to be at least 2m high and the width should be at least 3m for entrance to and from Phutfumani Building.	H4	0	
Scaffolding	H4	0	
Allow for scaffolding	Item	1	
Attending to Roof Inspection	H4	0	

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Part 2: Section 6 Statement of Requirements

PROVISIONAL AMOUNT for Structural Engineer Inspection and Roof Refurbishment Report	Item	1	10,000.00	10,000.00
Design	H4	0		
Design and prepare all shop drawings for the proper and satisfactory completion of the entire roofs as shown on or implied by the Architects drawings. Reference is to be made to all the accompanying architectural drawings in order that all aspects of the roof can be attained. No deviation from the architectural drawings will be allowed.	Item	1		
Submit the design drawings and all necessary calculations to the Architect for approval including and revisions and corrections made to the designs and re-submittal as necessary.	Item	1		
The intended manufacturer and or installer is to be declared here. Manufacture or installation by any other party of company will not be considered.		0		
Supply and erect complete roof trusses at 6° Pitch to suit IBR Chromadek finished roof sheets laid to manufacturer's specifications on 50x75mm SA Pine Purlins @1150mm cc on 38x114mm SA Pine member gangnail Trusses @1100mm cc with 1200x600mm Ceiling boards e/m suspended on T-grid ceiling systems complete with wall Angles on Galvanized wires suspended from trusses.	H4	0		
Timber roof truss	No	6		
Pressure impregnated sawn pine including all necessary connectors in trusses hoisted ne 3.5m above slab level	H3	0		
50 x 75mm Purlins	m	418		
Sawn Softwood	H4	0		
38 x 114 Wall plate	m	80		
ROOF COVERING	H3	0		

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Part 2: Section 6 Statement of Requirements

0.6mm IBR Chromadek with integral stiffening rib sheet steel and accessories, with Chromadek finish on one side and protective primer coating on the reverse side, fixed to timber purlins (e/m)	H4	0	
Roof covering with pitch n.e. 25 degrees	m2	430	
Sisalation 420 heavy industrial grade aluminium foil based insulation	H3	0	
Insulation laid taut over purlins (purlins at approximately 900mm centres) and fixed concurrent with roof covering including galvanised steel straining wires ne 400mm centres and double-sided tape at edges where required	m2	430	
ROOF GUTTERS	H2	0	
Making good roof gutters	H4	0	
Sand down, close leaks and prime to existing roof gutters (Paint elsewhere measured)	H4	0	
On box gutters	m2	142	
UNIGUM reinforced waterproofing sealed to concrete roof gutters	H4	0	
1 x layer ABE unigum 4mm torch-on installed strictly in accordance with the manufacturers instructions	m2	142	
FLASHINGS ETC	H2	0	
Chromadek flashings:	H3	0	
1mm Thick flashings	H4	0	
200 x 165mm Cranked flashing 365mm girth	m	30	
		0	10,000.00
BILL NO 4	H1	0	
FINISHES	H1	0	

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Part 2: Section 6 Statement of Requirements

WALLS	H2	0		
PLASTER	H3	0		
19mm One coat plaster (1:4) with sponge finish on block or concrete EXTERNALLY:	H4	0		
Vertical surfaces	m2	20		
19mm One coat plaster (1:4) with sponge finish on block or concrete INTERNALLY:	H4	0		
Vertical surfaces	m2	20		
TILING	H3	0		
SUPPLEMENTARY PREAMBLES	H3	0		
Descriptions shall be deemed to include cutting for end tiles and corner tiles. All tiles are to be fixed and grouted with suitable adhesives and grouts recommended by the manufacturer of the tiles.		0		
200 x 250 x 6mm JOHNSON FLOOR TILES Code: MD 11 tiles fixed with adhesive to plaster (e/m) and flush pointed with tinted grout	H4	0		
On walls in splashbacks	m2	10		
PAINTING	H3	0		

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Part 2: Section 6 Statement of Requirements

Materials for paintwork shall be delivered to the site in unopened containers and applied in accordance with the manufacturer's instructions. Materials shall be suitable for application to the surfaces concerned. Undercoats shall be as recommended by the manufacturer of the finishing coats. PREPARATORY WORK Plastered surfaces, etc. Plastered surfaces shall be thoroughly inspected and, if necessary, washed down and brushed in order to remove any traces of efflorescence and allowed to dry completely before any paint finish is applied. Before any paint is applied, holes, cracks and irregularities in plaster and other surfaces shall be filled with a suitable filler and finished smooth. Unfinished concrete surfaces shall have all projections rubbed off and shall be thoroughly cleaned with a spirits-of-salts solution (1 part concentrated spirits-of-salts to 4 parts water). Metal surfaces Metal surfaces shall be sanded, where necessary, washed with a suitable cleaning agent and left smooth. Protective coatings applied by manufacturers to galvanized metal surfaces shall be removed with a suitable agent and the surfaces washed down. Rust, grease and defective factory primers on metal surfaces, as well as pitch on cast iron pipes, shall be removed. Wood surfaces Knots in woodwork shall be treated with knotting. Minor blemishes shall be filled with a suitable filler. Wood surfaces shall be sanded smooth. APPLICATION OF PAINT Primers to wood surfaces shall be applied by brush. Primers to other surfaces may be applied by roller with the approval of the Principal Agent. Undercoats and finishing coats may be applied by brush or roller.	H4	0		
ON FLOATED PLASTER	H2	0		
One coat sealer and two coats polyarilic emulsion paint	H4	0		
On external walls	m2	2187		
On gates	m2	34		
On balustrading	m2	24		
Prepare and apply 3 coats PLASCON/DULUX Wash 'n Wear paint system or equal and approved INTERNALLY on:-	H4	0		
Plastered vertical surfaces	m2	2187		

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Part 2: Section 6 Statement of Requirements

FLOORS	H2	0		
WATERPROOFING	H3	0		
SUPPLEMENTARY PREAMBLES 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	H4	0		
(3-1) Cement sand screed finished to receive waterproofing	H4	0		
85 Average thick to horizontal surfaces finished to falls and cross falls in reception	m2	30		
UNIGUM reinforced waterproofing sealed to concrete or screeds	H4	0		
1 x layer ABE unigum 4mm torch-on installed strictly in accordance with the manufacturers instructions	m2	30		
TILING	H3	0		
SUPPLEMENTARY PREAMBLES	H3	0		
All tiles laid on and including 25mm sand/cement screed (e/m). Ceramic tiles to be non slip and to include movement joints at 5m centres in both directions for internal tiling and 3m in each direction for external tiling. Descriptions shall be deemed to include cutting for end tiles and corner tiles. All tiles are to be fixed and grouted with suitable adhesives and grouts recommended by the manufacturer of the tiles.		0		
Ceramic floor tiles	H4	0		
Prepare floor and lay 300 x 300mm colour porcelain floor tiles fixed with TAL professional floor tile adhesive in strict accordance with the manufacturers specifications.	m2	30		
HANDRAIL	H2	0		

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Part 2: Section 6 Statement of Requirements

50 x 40 x 3mm RHS Mild Steel frame corners to be mitred and welded, primed with red oxide and painted as per finishes schedule	m	4		
CEILINGS	H2	0		
Sawn Softwood	H4	0		
38 x 38mm Branderings at 400mm centres in each direction nailed to underside of timber trusses of beams	m2	430		
4mm Plain NUTEC ceiling board fixed to branderings (e/m)	H4	0		
Horizontal soffits	m2	430		
75mm Wide coved cornices	m	320		
CLADIT PRODUCTS	H4	0		
Flush Plastered 9.5mm Rhino gypsum plaster board ceiling fixed in strict accordance with the manufacturer's instructions	H4	0		
Bulkheads	Item	1		
PLASTER	H3	0		
19mm One coat plaster (1:4) with sponge finish on block or concrete INTERNALLY:	H4	0		
Sides and soffits of beams	m2	69		
PAINTING	H3	0		
Prepare and apply 3 coats PLASCON/DULUX Wash 'n Wear paint system or equal and approved INTERNALLY on:-	H4	0		
Ceiling and cornices	m2	495		
Plastered soffits and beams	m2	20		
PROVISIONAL AMOUNT for painting of Bulkhead	Item	1		

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Part 2: Section 6 Statement of Requirements

		0		-
BILL NO 5	H1	0		
PROVISIONAL SUMS & AMOUNTS	H1	0		
PREAMBLES	H2	0		
Tenderers are referred to the "Model Preambles for Trades" (1999 Edition) as supplied by the Association of South African Quantity Surveyors, which shall be deemed to be incorporated in these Bills of Quantities.		0		
COUNTERS AND CUBICLES	H3	0		
PROVISIONAL AMOUNT for Counters and shelving	Item	1	250,000.00	250,000.00
ELECTRICAL INSTALLATION	H3	0		
PROVISIONAL AMOUNT for New Cabling and relocating existing cables to suit new reception design	Item	1	350,000.00	350,000.00
		0		600,000.00
BILL NO 6	H1	0		
DAYWORKS	H1	0		
Notes:	H4	0		
1. This section constitutes the Contract Contingency and contains amounts that may be expended in part or in total or deducted in total at the direction the Architects. 2. The total amount, and individual rates will be taken into account during tender adjudication.		0		

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Part 2: Section 6 Statement of Requirements

Where extra work is to be valued on the basis of dayworks prices, i.e., in accordance with Clause 10.1.3 of the Conditions of Contract, Vouchers shall be priced on the basis of the rates below. The Contractors attention is specifically drawn to the requirements of Clause 10.1.3 viz; that vouchers must be signed by the Architect or his authorised representative thereby verifying the accuracy of the information given on the voucher. Tenderers shall note that the extended totals are carried forward to the tender summary and will be used in the evaluation of the tenders.			0	
Labour	H3		0	
Rates shall be inclusive of all leave pay, travelling costs etc., supervision, overhead costs and profit. Tenderers shall fill in the hourly rate of each grade of operative.			0	
Bricklayer.	Hrs		50	
Carpenter.	Hrs		50	
asterer.	Hrs		50	
Plumber.	Hrs		50	
Tiler.	Hrs		50	
Steel fixer.	Hrs		50	
Welder.	Hrs		50	
Labourer.	Hrs		50	
Induna.	Hrs		50	
Materials	H3		0	
Materials shall be priced at the nett cost paid by the Contractor plus :-	Item		1	
Add for profit overheard	Item		1	
Plant	H3		0	

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Part 2: Section 6 Statement of Requirements

Plant shall be priced at the nett cost of the plant.	Item	1		
SUMMARY		0		-
PRELIMINARIES	Page	18	-	
ALTERATIONS	Page	23	-	
ROOF	Page	27	-	
FINISHES	Page	32	-	
PROVISIONAL SUMS & AMOUNTS	Page	33	-	
DAYWORKS	Page	36	-	
SUB-TOTAL 'A'	ST	0		
CONTINGENCY @20%	TAX	20		
SUB TOTAL 'B'	ST	0		
CIC LEVY	TAX	1		
SUB TOTAL 'C'	ST	0		
VALUE ADDED TAX @ 15%	TAX	15		
			TOTAL	

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

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture/Consortium/Association]*

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

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BILLS OF QUANTITIES

Date:

Procurement Reference No.:

Name of Contractor:

LOT 2:

ESWATINI RAILWAYS MATSAPHA OFFICE REFURBISHMENTS

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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Part 2: Section 6 Statement of Requirements

BILL NO 1	H1	0	
PRELIMINARY AND GENERAL	H1	0	
BUILDING AGREEMENT AND PRELIMINARIES	H1	0	
The JBCC Principal Building Agreement (May 2018 Edition 6.2) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described The JBCC Principal Building Agreement contract data form an integral part of this agreement		0	
The ASQS Preliminaries (May 2018) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0	
The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause thereof		0	
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		0	
Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"		0	
PREAMBLES FOR TRADES	H2	0	
The Model Preambles for Trades (2008 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		0	

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Part 2: Section 6 Statement of Requirements

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		0	
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		0	
The contractor is to allow in his prices for working space reduction at times during the construction period. The working area shall reduce to the building footprint plus two metres for ease of operations by the contractor executing the civil works.		0	
PRICING OF PRELIMINARIES	H2	0	
Should the contractor select Option A in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)		0	
STRUCTURE OF PRELIMINARIES	H2	0	
Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any Special clauses to meet the particular circumstances of the project.		0	
SECTION A - PRINCIPAL BUILDING AGREEMENT	H1	0	
Interpretation (A1 - A7)	H3	0	

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Part 2: Section 6 Statement of Requirements

<p>Clause 1.0 - Definitions and interpretation Pricing of bills of quantities The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained Prices for all plant, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary Legal status of contractor If the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer F:..... V:..... T:.....</p>	Item	1		
<p>Clause 2.0 - Law, regulations and notices Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993 and Occupational Health and safety Act 2001. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1] The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's safety specification F:..... V:..... T:.....</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item	0	
Clause 4.0 - Assignment and cession F:..... V:..... T:.....	Item	0	
Clause 5.0 - Contract documents Value Added Tax Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) Contract drawings The contract drawings are as listed on the contents page of the bills of quantities [5.1] No All drawings for this project will be issued as hard copies and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched [5.5] F:..... V:..... T:.....	Item	0	
Clause 6.0 - Employer's agents Delegated authority The authority of the principal agent to perform duties for specific aspects of the works is delegated to the agents as follows [6.2]: 1. Project Manager Dlamini Gibb Engineering & Architecture P O Box D322 The Gables H126 Tel: (+268) 24161660 www.gibb.co.za 2. Structural Engineer Dlamini Gibb Engineering & Architecture P O Box D322 The Gables H126 Tel: (+268) 24161660 www.gibb.co.za 3. Quantity Surveyor Maphanga Mitchell Associates P O Box 8 Eveni Tel: (+268) 2404 3044 info@mapmitch.org F:..... V:..... T:	Item	0	
Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	0	
Insurance and security (A8 - A11)	H3	0	
Clause 8.0 - Works risk F:..... V:..... T:.....	Item	0	
Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	0	
Clause 10.0 - Insurances F:..... V:..... T:.....	Item	0	

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Part 2: Section 6 Statement of Requirements

Clause 11.0 - Security Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] F:..... V:..... T:.....	Item	0		
Execution Clause 12.0 - Duties of the parties F:..... V:..... T:.....	Item	0		
Clause 13.0 - Setting out F:..... V:..... T:.....	Item	0		
Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item	0		
Clause 15.0 - Selected subcontractors F: V:..... T:	Item	0		
Clause 16.0 - Direct contractors F:..... V:..... T:.....	Item	0		
Clause 17.0 - Contract instructions Contract instruction Instructions issued on site are to be recorded in a contract instruction book which is to be supplied by the Principal Agent and maintained on site by the contractor F:..... V:..... T:.....	Item	0		
Completion (A18 - A24)	H3	0		
Clause 18.0 - Interim completion F: V:..... T:.....	Item	0		
Clause 19.0 - Practical completion F: V:..... T:	Item	0		
Clause 20.0 - Sectional completion F:..... V:..... T:.....	Item	0		
Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	0		
Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	0		

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Part 2: Section 6 Statement of Requirements

<p>Clause 23.0 - Revision of date for practical completion Substitution of materials and goods The removal of any materials and goods which do not conform to the specification or the other contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2] F:..... V:..... T:</p>	Item	0		
<p>Clause 24.0 - Penalty for late or non-completion F:..... V:.....T:.....</p>	Item	0		
<p>Payment (A25 - A27)</p>	H3	0		
<p>Clause 25.0 - Payment Materials and goods stored off siteThe inclusion of materials and goods stored off site in the amount authorised for payment shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved security [25.3.2] Fluctuations in costsAll fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4] Prices submittedWhere prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement 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 certificate of final completion, it shall be in writingF:..... V:..... T:.....</p>	Item	0		
<p>Clause 26.0 - Adjustment of the contract value and final account Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation to assist the principal agent in adjudicating the claim [26.6] F:..... V:..... T:.....</p>	Item	0		
<p>Clause 27.0 - Recovery of expenses and/or loss F:..... V:..... T:.....</p>	Item	0		
<p>Suspension and termination (A28 - A29)</p>	H4	0		
<p>Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

Clause 29.0 - Termination F:..... V:..... T:.....	Item	0		
Dispute resolution (A30)	H4	0		
Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item	0		
Agreement	H3	0		
The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item	0		
Contract data Before submission of his tender the contractor is to complete the tenderer's selection in the contract data F:..... V:..... T:.....	Item	0		
SECTION B: PRELIMINARIES Interpretation (B1)	H3	0		
Clause 1.1 - Definitions F:..... V:..... T:.....	Item	0		
Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	0		
Documents (B2) Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	0		
Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item	1		
Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item	0		
Previous work and adjoining properties (B3)	H3	0		
Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	N/A	0		
Clause 3.2 - Previous work - defects F:..... V:..... T:.....	N/A	0		

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Part 2: Section 6 Statement of Requirements

Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	N/A	0	
The Site (B4)	H3	0	
Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item	0	
Clause 4.2 - Enclosure of site works F:..... V:..... T:.....	Item	0	
Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	N/A	0	
Clause 4.4 - Enroachments F:..... V:..... T:.....	Item	0	
Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	1	
Clause 4.6 - Services - known F:..... V:..... T:.....	Item	1	
Management of Contract (B5)	H3	0	
Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	0	
Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	0	
Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	0	
Samples, shop drawings and manufacturer's instructions (B6)	H3	0	
Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	0	
Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	0	
Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	0	

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Part 2: Section 6 Statement of Requirements

Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	0		
Deposits and fees (B7)	H3	0		
Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	0		
Temporary services (B8)	H3	0		
Clause 8.1 - Water Option 'A' shall apply. Contractor's responsibility. F: V:..... T:	Item	0		
Clause 8.2 - Electricity Option 'A' shall apply. Contractor's responsibility. F: V:..... T:	Item	0		
Clause 8.3 - Ablution and welfare facilities Option 'A' shall apply. Contractor's responsibility. F:..... V:..... T:	Item	0		
Clause 8.4 - Communication facilities F:..... V:..... T:	Item	0		
Prime cost amounts (B9)	H3	0		
Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item	0		
Attendance on subcontractors (B10)	H3	0		
Clause 10.1 - General attendance F:..... V:.....T:.....	Item	0		
Clause 10.2 - Special attendance F:..... V:.....T:.....	Item	0		
General (B11)	H3	0		
Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	0		

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Part 2: Section 6 Statement of Requirements

Clause 11.2 - Protection/isolation of existing/sectionally occupied works F:..... V:..... T:.....	Item	0		
Clause 11.3 - Security of the works F:..... V:..... T:	Item	0		
Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	0		
Clause 11.5 - Disturbance F:..... V:..... T:.....	Item	0		
Clause 11.6 - Environmental disturbanceControlling all forms of pollutionThe contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etcThe contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works Comprehensive Mitigation PlanThe employer has prepared a Comprehensive Mitigation Plan (CMP) (Refer to Annexure G for a copy of the relevant plan). The employer has received written permission to proceed with the works from the Eswatini Environment Authority. The Contractor shall comply with any advice or directives given to the employer by the Authority.F:..... V:..... T:.....	Item	0		
Clause 11.7 - Works clearing and clearing F:..... V:..... T:.....	Item	0		
Clause 11.8 - Vermin F:..... V:..... T:.....	Item	0		
Clause 11.9 - Overhead work F:..... V:..... T:.....	Item	0		
Clause 11.10 - Tenant installation F:..... V:..... T:.....	Item	0		
Clause 11.10 - Advertising F:..... V:..... T:.....	Item	0		

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Part 2: Section 6 Statement of Requirements

SECTION C - SPECIFIC PRELIMINARIES	H1	0		
<p>Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specific 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 entity 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 execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor</p> <p>F:..... V:..... T:.....</p>	Item	0		
<p>Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution hereof, that costs for such overtime are to be borne by the employer</p> <p>F:..... V:..... T:.....</p>	Item	0		
<p>Co-operation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget F:..... V:..... T:.....</p>	Item	0		
<p>Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....</p>	Item	0		

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Part 2: Section 6 Statement of Requirements

Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....	Item	0		
Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:.....T:.....	Item	0		
Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... V:..... T:.....	Item	0		
Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in anyway connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed,screened or aired by the media F:.....V:.....T:.....	Item	0		
SUMMARY OF CATEGORIES	H2			
Category: Fixed E..... Category: Value E..... Category: Time E.....				
BILL NO 1	H1			
ALTERATIONS	H1			

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SUPPLEMENTARY PREAMBLES	H1			
View site Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained Materials All existing materials salvaged for reuse shall be for the account of the Employer. Explosives No explosives whatsoever may be used for demolition purposes unless otherwise stated General The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Architect. Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Architect.			0	
REMOVAL OF EXISTING WORK	H2		0	
Breaking up and removing blockwork etc	H4		0	
PROVISIONAL AMOUNT for demolition and reconstruction of blockwork	Item	1	10,000.00	10,000.00
Breaking up and removing mass concrete to existing structure	H4		0	
Screed	m2	307		
Breaking up and removing ceramic tiling to existing structure	H4		0	
Floor tiles	m2	307		
Carting away of rubble	H4		0	
Carting away of rubble to dump site located by the Contractor	Item	1		
REFURBISHMENTS	H2		0	
Existing walls refurbishment of visible cracks in the walls			0	

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Large cracks	H4	0	
Prepare the area by cleaning around the crack with sugar soap to remove dust, grease and loose plaster. Use digging tool to remove loose material and open the crack into "V" shape and inject with epoxy	H4	0	
To vertical surfaces n.e 150mm girth	m	14	
To soffits & beams	m	60	
Small cracks	H4	0	
Enlarge the crack by 5mm using scraper, dust off and fill with a suitable product such as Polycell Trade interior filler	H4	0	
To soffits around light and air vents	m	80	
PRECAST CONCRETE	H3	0	
Coping	H4	0	
40x60x320mm Pre-concrete concrete coping high dripn moulds along both edges,bedded and jointed and pointed in 5:1 sand/motar	m	40	
		0	10,000.00
BILL NO 3	H1	0	
ROOF	H1	0	
ROOF GUTTERS	H2	0	
Making good roof gutters	H4	0	
Sand down, close leaks and prime to existing roof gutters (Paint elsewhere measured)	H4	0	
On box gutters	m2	60	
UNIGUM reinforced waterproofing sealed to concrete roof gutters	H4	0	

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Part 2: Section 6 Statement of Requirements

1 x layer ABE unigum 4mm torch-on installed strictly in accordance with the manufacturers instructions	m2	60	
FLASHINGS ETC	H2	0	
Chromadek flashings:	H3	0	
1mm Thick flashings	H4	0	
200 x 165mm Cranked flashing 365mm girth	m	30	
		0	
BILL NO 4	H1	0	
FINISHES	H1	0	
FLOORS	H2	0	
SCREEDS	H3	0	
SUPPLEMENTARY PREAMBLES 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	H4	0	
(3-1) Cement sand screed finished to receive waterproofing	H4	0	
85 Average thick to horizontal surfaces finished to falls and cross falls in reception	m2	307	
WATERPROOFING	H3	0	
UNIGUM reinforced waterproofing sealed to concrete or screeds	H4	0	
1 x layer ABE unigum 4mm torch-on installed strictly in accordance with the manufacturers instructions	m2	307	
WALLS	H2	0	

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Part 2: Section 6 Statement of Requirements

PLASTER	H3	0		
19mm One coat plaster (1:4) with sponge finish on block or concrete EXTERNALLY:	H4	0		
Vertical surfaces	m2	70		
19mm One coat plaster (1:4) with sponge finish on block or concrete INTERNALLY:	H4	0		
Vertical surfaces	m2	70		
TILING	H3	0		
SUPPLEMENTARY PREAMBLES	H3	0		
Descriptions shall be deemed to include cutting for end tiles and corner tiles.		0		
All tiles laid on and including 25mm sand/cement screed (e/m). Ceramic tiles to be non slip and to include movement joints at 5m centres in both directions for internal tiling and 3m in each direction for external tiling. Descriptions shall be deemed to include cutting for end tiles and corner tiles. All tiles are to be fixed and grouted with suitable adhesives and grouts recommended by the manufacturer of the tiles.		0		
Ceramic floor tiles	H4	0		
Prepare floor and lay 300 x 300mm colour porcelain floor tiles fixed with TAL professional floor tile adhesive in strict accordance with the manufacturers specifications.	m2	620		
Skirting	H4	0		
19 x 75 Meranti skirting plugged and screwed	m	150		
200 x 250 x 6mm JOHNSON FLOOR TILES Code: MD 11 tiles fixed with adhesive to plaster (e/m) and flush pointed with tinted grout	H4	0		
On walls in splashbacks	m2	20		
PAINTING	H3	0		

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Part 2: Section 6 Statement of Requirements

Prepare and apply 2 coats PLASCON/DULUX Weatherguard paint system or equal and approved EXTERNALLY on:-	H4	0	
Plastered vertical surfaces	m2	410	
Prepare and apply 3 coats PLASCON/DULUX Wash 'n Wear paint system or equal and approved INTERNALLY on:-	H4	0	
Plastered vertical surfaces	m2	2278	
CEILINGS	H2	0	
Sawn Softwood	H4	0	
38 x 38mm Branderings at 400mm centres in each direction nailed to underside of timber trusses of beams	m2	400	
4mm Plain NUTEC ceiling board fixed to branderings (e/m)	H4	0	
Horizontal soffits	m2	400	
75mm Wide coved cornices	m	320	
PLASTER	H3	0	
19mm One coat plaster (1:4) with sponge finish on block or concrete INTERNALLY:	H4	0	
Sides and soffits of beams	m2	10	
PAINTING	H3	0	
Prepare and apply 3 coats PLASCON/DULUX Wash 'n Wear paint system or equal and approved INTERNALLY on:-	H4	0	
Ceiling and cornices	m2	720	
Plastered soffits and beams	m2	20	
		0	
BILL NO 5	H1	0	

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Part 2: Section 6 Statement of Requirements

DAYWORKS	H1	0		
Notes:	H4	0		
1. This section constitutes the Contract Contingency and contains amounts that may be expended in part or in total or deducted in total at the direction the Architects. 2. The total amount, and individual rates will be taken into account during tender adjudication.		0		
Where extra work is to be valued on the basis of dayworks prices, i.e., in accordance with Clause 10.1.3 of the Conditions of Contract, Vouchers shall be priced on the basis of the rates below. The Contractors attention is specifically drawn to the requirements of Clause 10.1.3 viz; that vouchers must be signed by the Architect or his authorised representative thereby verifying the accuracy of the information given on the voucher. Tenderers shall note that the extended totals are carried forward to the tender summary and will be used in the evaluation of the tenders.		0		
Labour	H3	0		
Rates shall be inclusive of all leave pay, travelling costs etc., supervision, overhead costs and profit. Tenderers shall fill in the hourly rate of each grade of operative.		0		
Bricklayer.	Hrs	50		
Carpenter.	Hrs	50		
asterer.	Hrs	50		
Plumber.	Hrs	50		
Tiler.	Hrs	50		
Steel fixer.	Hrs	50		
Welder.	Hrs	50		
Labourer.	Hrs	50		
Induna.	Hrs	50		

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Part 2: Section 6 Statement of Requirements

Materials	H3	0		
Materials shall be priced at the nett cost paid by the Contractor plus :-	Item	1		
Add for profit overheads	Item	1		
Plant	H3	0		
Plant shall be priced at the nett cost of the plant.	Item	1		
SUMMARY		0		-
PRELIMINARIES	Page	17	-	
ALTERATIONS	Page	20	-	
ROOF	Page	21	-	
FINISHES	Page	24	-	
DAYWORKS	Page	26	-	
SUB-TOTAL 'A'	ST	0		
CONTINGENCY @20%	TAX	20		
SUB TOTAL 'B'	ST	0		
CIC LEVY	TAX	1		
SUB TOTAL 'C'	ST	0		
VALUE ADDED TAX @ 15%	TAX	15		
			TOTAL	

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Part 2: Section 6 Statement of Requirements

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

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Contractor/Joint Venture/Consortium/Association]*

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

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Completion Schedule

The Contractor should indicate the project timelines that shows the sequence of activities required to finish a project:

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Supplementary Information

Supplemental information for a tender for works is any additional information that can be used to amend or add to in the tender documents, including extending time limits. It only becomes part of the contract if it explicitly states that it amends the contract documents.

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PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Works

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Works (available on request) except where modified by the Special Conditions below.

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Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Special Conditions
	Procurement Reference No: 04-2026
GCC 1.1(cc)	3. The Site is located at <i>ESR Office Building on REM/81 in Matsapha II Station and Eswatini Railways Head Office Building on Lot 2173/B In Mbabane</i> and is defined in Drawings Nos: n/a
GCC 1.1(ee)	The Start Date shall be: <i>14 days after the signing of the contract</i>
GCC 1.1(z)	The Project Manager is: <i>Eswatini Railways</i>
GCC 2.1	The following documents also form part of the Contract: (b) <i>Form of bid and qualification information</i> (c) <i>Signed Award Letter</i>
GCC 3.7	This Contract is a <i>Remeasure Contract</i> .
GCC 3.8	Sectional completion is permitted.
GCC 7.1	For <u>notices</u> , the PE's address shall be: Attention: The Chief Executive Officer Physical address: Eswatini Railways Head Office, Dzeliwe Street Mbabane, Eswatini. Telephone: +268 2411 7400 Electronic mail address: Tenders@esr.co.sz For <u>notices</u> , the Contractor's address shall be: Attention: _____ Physical Address: _____ Telephone: _____ Electronic mail address: _____
GCC 9.1	The Works consist of: <i>1. Roof refurbishment works.</i> <i>2. Finishes</i> <i>3. External and internal walls structural cracks repair works</i>

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Part 3: Section 8 Special Conditions of Contract

GCC Clause Reference	Special Conditions
	4. <i>etc</i>
GCC 10.2	The PE's specific approval is required for: <i>n/a</i>
GCC 12.1	GCC Clause 12.1 on sub-contracting is modified as follows: <i>all subcontractors are subjected to the approval of the Employer.</i>
GCC 12.2	The following conditions shall apply to subcontracting: <i>n/a</i>
GCC 13.1	The Schedule of Other Contractors are not part of the Contract.
GCC 14.1	The Schedule of Key Personnel are part of the Contract.
GCC 18.1	<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> (a) The minimum cover for insurance of the Works, Plant and Materials is: <i>SZL 300,000-00</i> (b) The maximum deductible for insurance of the Works, Plant and Materials is: <i>SZL 30,000-00</i> (c) The minimum cover for insurance of Equipment is: <i>Covered under Contractors All Risk Insurance</i> (d) The maximum deductible for insurance of Equipment is: (e) The minimum cover for insurance of property is: <i>SZL 1,000,000-00</i> (f) The maximum deductible for insurance of property is: <i>SZL 100,00-00</i> (g) The minimum cover for personal injury or death insurance is: <i>SZL 1,000,000-00</i> (h) The maximum deductible for personal injury or death insurance is <i>_SZL 1,000,000-00</i>
GCC 19.1	Site Investigation Report(s) <i>Structural Integrity report 2024</i> part of the contract.
GCC 22.1	The Intended Completion Date for the whole of the Works shall be <i>after 3 months after the Commencement Date</i>
GCC 26.1	The Site Possession Date shall be <i>14 days after the signing of the contract.</i>
GCC 34.1	The procedure for settling disputes shall be <i>The Association of Arbitrators Southern Africa</i>
GCC 34.3	Fees and types of reimbursable expenses to be paid to the Adjudicator <i>shall be paid as tendered by the adjudicator at the time of appointment and agreed by both parties.</i>

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Part 3: Section 8 Special Conditions of Contract

GCC Clause Reference	Special Conditions
GCC 34.4	The arbitration shall be conducted in accordance with the Arbitration Act of Eswatini. Arbitration shall take place at: <i>Eswatini Railways Offices</i>
GCC 35.1	The Appointing Authority for the Adjudicator is: <i>The Association of Arbitrators Southern Africa</i>
GCC 36.1	The Contractor shall submit the Program for the Works <i>within 14 days after the signing of the Letter of Award.</i>
GCC 36.3	The period between Program updates is <i>28 days.</i> The amount to be withheld for late submission of an updated Program is: <i>SZL1,000-00 per day</i>
GCC 44.1	The Defects Liability Period is <i>180 days.</i>
GCC 50.1	Statements of estimated value of works executed shall be <i>monthly.</i>
GCC 53.1(i)	The following events shall also be Compensation Events: <i>n/a</i>
GCC 56.1	The Contract <i>is not subject to price adjustment</i> in accordance with Clause 56 of the General Conditions of Contract. The coefficient for adjustment of prices are: <i>n/a</i>
GCC 56.1	The Index I for local currency will be: <i>n/a</i> The Index I for the specified international currency will be: <i>n/a</i> The Index I for currencies other than the local currency and the specified international currency will be: <i>n/a</i>
GCC 57.1	The proportion of payments retained is <i>10 percent.</i>
GCC 58.1	The liquidated damages for the whole of the Works are <i>SZL 1500-00 per day.</i> The maximum amount of liquidated damages for the whole of the Works is <i>5 Percent of the final Contract Price.</i>
GCC 59.1	The Bonus for the whole of the Works is _____ per day. The maximum amount of Bonus for the whole of the Works is _____ Percent of the final Contract Price.
GCC 60.1	The Advance Payment will be equivalent to <i>20%</i> and will be paid in the same currencies and proportions as the Contract Price. It will be paid to the Contractor within <i>28 days after the submission of the bank guarantee.</i>
GCC 60.3	The Advance Payment will be repaid by deducting equal amounts from payments due to the Contractor each month during the period starting

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Part 3: Section 8 Special Conditions of Contract

GCC Clause Reference	Special Conditions
	from the first months after the Start Date and ending third months after the Start Date.
GCC 61.1	A Performance Security Shall be required. A Performance Security shall be for 10% of the Contract Price .
GCC 61.3	The standard form of Performance Security acceptable to the PE shall be an Unconditional Bank Guarantee in the format presented in Section 9 of the Tendering Documents.
GCC 67.1	The date by which “as built” drawings are required is: 30 days before completion date . The date by which operating, and maintenance manuals are required is: 30 days before completion .
GCC 67.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 10,000-00 Eswatini Lilangeni .
GCC 69.1	The percentage to apply to the value of the work not completed, representing the PE’s additional cost for completing the Works, is 10 percent

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Section 9: Contract Forms

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Contract Agreement

Procurement Reference No: _____

THIS CONTRACT AGREEMENT made this _____ day of _____,
_____, between _____ of _____
(hereinafter “the Procuring Entity - PE”), of the one part, and _____ of
_____ (hereinafter “the Contractor”), of the other part.

Whereas the PE is desirous that the Contractor executes _____
(hereinafter called “the Works”) and the PE has accepted the Tender by the Contractor for the
execution and completion of such Works and the remedying of any defects therein for the
Contract Price of Eswatini Lilangeni _____.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Contract Agreement shall prevail over all other Contract documents.
 - (a) the Contractor’s Tender;
 - (b) the Special Conditions of Contract;
 - (c) the General Conditions of Contracts;
 - (e) the Scope of works;
 - (f) the Drawings; and
 - (g) the completed Schedules.
3. In consideration of the payments to be made by the PE to the Contractor as indicated in this Contract, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The PE hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
5. The Contract Price or such other sum as may be payable shall be paid _____ in Eswatini Lilangeni , _____ in _____ and _____ in _____.

IN WITNESS whereof the parties thereto have caused this Contract to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Part 3. Section 9. Contract Forms

Name: _____ Position: _____

Signed by _____ (for the Contractor)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Performance Security

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the Contract Price specified in the Contract and should be denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity].

Date: *[insert date (as day, month and year) of Performance Security]*

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring Entity]*

WHEREAS *[insert name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to the Contract referenced above, dated *[insert date (as day, month and year) of contract]* to execute *[insert brief description of Works]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract;

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Contractor a security;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[insert currency and amount of Guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of Guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

Part 3. Section 9. Contract Forms

This Guarantee shall remain in force up to and including _____ * *[insert date: day, month, year]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

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

Duly authorized to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

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

** Insert the date twenty-eight (28) days after the intended completion date as stated in SCC 22.1. In the event of an extension of the intended completion date, the Entity shall request for an extension of this guarantee from the contractor. The request for extension shall be in writing and must be made prior to the expiration date stated in the guarantee.*

Advance Payment Security

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The amount of the security is to be inserted by the Financial Institution and must represent the amount of the Advance Payment and be denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the PE].

Date: *[insert date (as day, month, and year) of Payment Security]*
Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring Entity]*

In accordance with the payment provision included in the Contract referenced above, in relation to advance payments, *[insert complete name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with the PE a Bank Guarantee to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PE on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between the PE and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Security shall remain valid and in full effect from the date of the advance payment under the Contract until the PE receives full repayment of the same amount from the Contractor.

Name: *[insert complete name of person signing the Payment Security]*
In the capacity of *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

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

Duly authorized to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

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