



MPAKA ICD SUGAR LOADING BAY EXTENSION

REQUEST FOR TENDER NO.10/2023

08/12/2022
Eswatini Railways



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ABBREVIATIONS / ACRONYMS

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



1. COMPANY BACKGROUND

1.1. Introduction

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

ESR seeks to engage competent and suitable service provider to extend the Sugar Loading Bay at the Mpaka Inland Container Depot (ICD).

1.2. ESR Values are:



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

1.3. Purpose

The operations at the Mpaka ICD require an extended shed to enable offloading bagged sugar on all weather conditions. Therefore, purpose of this tender is to procure a suitably

qualified civil contractor to extend the existing Shed to accommodate laden trucks wholly and enable under-roof offloading. This will help ensure uninterrupted offloading even during inclement weather and expedite turn-around time for supply trucks. The contractor must be registered with the Construction Industry Council (CIC) category B5 and BSe6 for Lot 1 and Lot 2, respectively, as required by law.

This Bid has two (2) lots:

Lot 1: Earthworks and Concrete (CIC Category - B5)

Lot 2: Structural Steel & Roof Cover (CIC Category BSe-6)

Bidders will choose to bid for either one of the above or bid for both lots.

1.4. SCOPE:

The Contractor shall:

Perform all civil works, earthworks, steel works, wiring, plumbing, and painting works required to complete the sugar loading shed extension, including completion of all ancillary work as directed by the Engineer.

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

DESCRIPTION	POINTS
A. Responsiveness of Tender (Yes/No)	
<p>Required documentation to be submitted:</p> <ul style="list-style-type: none"> i. Company Profile, Form J or equivalent for foreign registered companies, ii. Copy of Certificate of Incorporation. iii. Original/Valid Tax Compliance Certificate. iv. Certified copy of VAT Registration Certificate. v. Certified copy of valid certificate of registration with CIC. vi. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms. vii. Police Clearance or Affidavit of Non-Conviction for Company Directors. viii. Audited Financial Statements not older than 12 months on the date of submission of this Tender. ix. General receipt for purchase of tender document or proof of purchase of tender document. x. A E5, 000.00 Tender Bond. xi. Financial Proposal in A Separate and Sealed Envelope Marked "Financial Proposal" xii. Technical Proposal – To include detailed Item Specifications. xiii. Banking Details 	Yes/No

xiv. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company). xv. Valid ENPF Compliance Certificate. xvi. Valid Labour Compliance Certificate.	
B. Technical Capability and Availability of Resources	
<p>(i) General Construction Experience of Contractor:</p> <ul style="list-style-type: none"> The Contractor must have successfully completed at least two (2) construction projects in the last five (5) years from date of submission, each with a value of at least E500, 000.00 (Five Hundred Thousand Emalangeneni Only) Lot 1 and/or E1, 000,000.00 (One Million Emalangeneni Only) for Lot 2. The Bidder must submit copies of completion/final acceptance letters signed by the Employer's Representative. 	10
<p>(ii) Specific Construction Experience:</p> <ul style="list-style-type: none"> The contractor must have participated in at least one (1) project of the same nature and complexity (general building construction and steel fabrication) implemented during the last Five (5) years, with a value of at least E500,000 (five hundred Thousand Emalangeneni) for Lot 1 and/or E1,000,000.00 (One Million Emalangeneni Only) for Lot 2. Similarity shall be determined based on the physical size, complexity, construction methodology or technology as described in the title of the contract. Proof of relevant experience by providing three reference letters with contact persons and contact numbers. <p>NB: ESR reserves the right to contact any of the references listed.</p>	25
<p>(iii) Contractor's Personnel:</p> <p>The Bidder must demonstrate that it has qualified personnel with the recent experience for the key positions that meet the following criteria, and that the nominated personnel confirm their availability to the contract for its full duration.</p> <p>Key Personnel and Points allocation:</p> <ol style="list-style-type: none"> Contract Manager (5 points) Site Agent (5 points) Safety, Health, and Environment Officer (5 points) <p>CV's and Academic Certificates are be attached as proof of qualification. The personnel mentioned in 1 and 2 above must have a minimum Diploma in Civil Engineering or related field. No 3 must have a minimum of a Diploma in Environmental Science/Health or related field.</p>	15

<p>(iv) Contractor's Equipment:</p> <p>The Bidder must demonstrate that it owns or has the ability to hire the following key equipment and confirm its availability for the entire duration of the contract.</p> <ol style="list-style-type: none"> 1. Light Delivery Vehicle (3 points) 2. Concrete Mixer (2 points) <p>The above listed Plant and Equipment must be supported by proof of ownership documents or lease agreement (proof of ownership /lease must be attached).</p>	5
<p>(v) Works Programme:</p> <p>A work plan (works programme) with brief descriptions of the main tasks, showing the sequence and proposed timetable for implementing the tasks. The Bidder must submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the Bidder must indicate the critical milestone bar chart showing all activities falling within the critical path. The work plan must indicate a maximum duration of three (3) consecutive calendar months.</p> <ul style="list-style-type: none"> • Programme of works indication a duration of not more than 3 months (3 points) • A critical milestone bar chart detailing activities on critical path (3 points) • Method statement (4 points) 	5
<p>A Swazi owning a minimum of 60% shares of the company registered in Eswatini. Foreign companies are advised to partner or form a joint venture with a Swazi company registered in Eswatini.</p>	10
<p>NB: A proposal with a score less than 70% (minimum technical qualifying mark) of the total points allocated above shall be disqualified and eliminated from further evaluation.</p>	

1.6. Financial Criteria in Emalangeneni

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

$$Ps = \frac{\text{Lowest price}}{\text{Bid price}} \times \text{Total Points}$$

Where:

Ps - Points scored for bid under consideration.

1.7. Final Evaluation

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

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

- a. Technical – 70%
- b. Financial – 30%

NB: All possible combinations of qualifying bids will be evaluated to determine the most economic outcome for ESR, i.e., either awarding both lots to a single bidder/Joint Venture, or awarding the Lots separately lots to different bidders.

1.8. Collection and Submission of Tender Documents

The Tender documents are obtainable at a non-refundable fee of E1 500.00 at Eswatini Railways Head Office, Accounts Section from **14th of December 2022** to **10th of January 2023** between 09:00am and 15:30hours. Documents are also downloadable at ESPPRA website, www.sppra.co.sz or ESR website at www.eswatinirail.co.sz

Payment should be made at the bank:

Banker: Eswatini Railways

Bank: Nedbank

Account Number: 20000002594

Branch Code: 360164

Submission of Bids shall close punctually at **10h00** on **10th of January 2023** in the tender box located at the main entrance of the Eswatini Railways Head Office in Mbabane at Reception. The documents should be submitted in a plain sealed envelope clearly marked **“Tender No.10/2023 - Extension of Mpaka ICD Sugar Loading Bay”** and must not bear any name or mark which would identify the Tenderer.



2. INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.1. General

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

2.2. Compliance with Instructions

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

2.3. Completion of tender Documents

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

2.4. Summary Prices/ Price list

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

2.5. Authority of tender

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

2.6. Alterations and Modifications

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

2.7. Errors

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

2.8. Tender Bond

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



2.9. Qualified Tenders

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

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

2.10. Release of Tender Bond

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

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

2.11. Issuing of Additional Documents

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

Should any Tenderer have any queries about the tender, he should refer them in writing to tenders@swazirail.co.sz not later than the **23rd of December 2023**. All responses shall be shared with the tenderers by the **30th of December 2023**.

2.12. Incomplete Tenders

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

2.13. Services Required.

The Eswatini Railways considers quality of service very important as poor-quality service has a lot of hidden operational costs which are costing the Railway a lot of money. Failure to

adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in ESR tenders.

2.14. Language of Tender

All correspondence shall be in English.

2.15. Laws of Eswatini

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

2.16. Tender Validity Period

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

2.17. Currency

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

2.18. Evaluation of Tenders

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

2.19. Expenses of Tender

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

2.20. Tender Price Summary

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

2.21. Tender Price Summary

2.22. Submission of Tender

The Tenderer must return tender document consisting of:

- xvii. Company Profile, Form J or equivalent for foreign registered companies, Copy of Certificate of Incorporation.
- xviii. Original/Valid Tax Compliance Certificate.
- xix. Certified copy of VAT Registration Certificate.
- xx. Certified copy of valid certificate of registration with CIC.
- xxi. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms.
- xxii. Police Clearance or Affidavit of Non-Conviction for Company Directors.

- xxiii. Audited Financial Statements not older than 12 months on the date of submission of this Tender.
- xxiv. General receipt for purchase of tender document or proof of purchase of tender document.
- xxv. A E5,000.00 Tender Bond.
- xxvi. Financial Proposal in A Separate and Sealed Envelope Marked “Financial Proposal”
- xxvii. Technical Proposal – To include detailed Item Specifications.
- xxviii. Banking Details
- xxix. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).
- xxx. Valid ENPF Compliance Certificate.
- xxxi. Valid Labour Compliance Certificate.

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

2.23. Non-Discrimination and Measures to Promote Swazi Companies

Tenders will only be accepted from a company which is registered in Eswatini and of which at least 60% of the controlling shares are owned by Swazi citizens and registered with the Construction Industry Council (CIC) of Eswatini. Tenderers are to adhere all requirements of the Construction Industry Council Including the levy regulations of 2016.

2.24. Contact Person at Eswatini Railways

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

2.25. Rejection of Tenders

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

2.26. Notice of Intention to Award Contract

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

2.27. Instructions as part of the Contract

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

2.28. Tender Withdrawal, modification, or substitution by tenderers

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

2.29. Fraudulent practice

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

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

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

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

Tenderers are advised to provide all relevant information as required.

3. CONDITIONS OF CONTRACT

3.1. Definition

“Purchaser” is Eswatini Railways (ESR).

“Days” refer to calendar days.

3.2. General Conditions and Notices

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

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

3.3. Tenderer not to sublet the contract.

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

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

3.4. Variations

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

3.5. Payment Terms and Conditions

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

3.6. Exchange Rate

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

3.7. Breach of terms and conditions

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

3.8. Termination by ESR

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

3.9. Resolution of Dispute

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

3.10. Mediation or arbitration

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

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

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

4. FORM FOR TENDER BOND

WHEREAS Messrs

of

(Name and address of Tenderer)

Hereinafter referred to as the "Tenderer" has on (Date)

Submitted his Tender/RFP for **Tender No. 10-2023 – Extension of Mpaka ICD Sugar Loading Bay**

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of ninety (90) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between Eswatini Railways, represented by the Chief Executive Officer of Eswatini Railways and the Tenderer, and notified to us by the ESR.

NOW, WE,

(Name and address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the ESR on first demand in writing and without reference to the Tenderer the sum of FIVE THOUSAND EMALANGENI (E5, 000.00).

PROVIDED THAT

a) This Tender Bond remains valid, and

b) The ESR declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a Contract Agreement with the ESR per the RFP document.

This Tender Bond shall remain valid in the first instance until
(calculated as Ninety (90) calendar days from the date of submission of the said Tender) and will be extended upon written application by the ESR at least one (1) working day in advance of the last date of validity.

.....
(Authorised Signature)

.....
(Date)

.....
(Name of Signatory)

.....
(Seal/Stamp of Financial Institution)

.....
(Position of Signatory)



5. DECLARATION OF ELIGIBILITY FORM

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

[Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER

Eswatini Railways

PO Box 475

Mbabane H100

Eswatini

Dear Sir,

RE: Tender No: 10 of 2023 – Extension of Mpaka ICD Sugar Loading Bay

We, hereby declare that:

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

Authorized (Full Name): _____

Signature: _____ Date: _____



6. TECHNICAL BID SUBMISSION FORM

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

[Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER

Eswatini Railways

PO Box 475

Mbabane H100

Eswatini

Dear Sir,

RE: Tender No: 10 of 2023 – Extension of Mpaka ICD Sugar Loading Bay

I, the undersigned declare that:

(a) I, the undersigned, offer to provide the above services in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

(c) If negotiations are held during the period of validity of the Proposal as indicated in Section I, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

(d) We, undertake, if our proposal is accepted, to initiate and complete the provision of the services in accordance with your requirements.

(e) We understand that Eswatini Railways is not bound to accept the lowest or any proposal.

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____



7. FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal.]

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

[Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER

Eswatini Railways

PO Box 475

Mbabane H100

Eswatini

Dear Sir,

RE: Tender No: 10 of 2023 – Extension of Mpaka ICD Sugar Loading Bay

I, the undersigned declare that:

I, offer to provide the above goods / services in conformity with the Request for Tender at

a total value of (Numerical – specify currency) _____; in

words

(b) A detailed financial proposal is attached;

(c) The proposal will be valid for a period of _____ (numerical) / _____ (words) calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.

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

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____



8. BILL OF QUANTITIES

8.1. PREAMBLES TO SCHEDULE OF QUANTITIES

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

Particular Specifications.

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

Abbreviations used in the Schedule are as follows:

km = kilometre
m = metre
m² = square metre
m³ = cubic metre
No. = number
kg = kilogram
t = ton = 1000 kg
l = litre
ha = hectare
hr = hour

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

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

8.2. CONSTRUCTION INDUSTRY COUNCIL LEVY PAYMENT SCHEDULE

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

The table below informs bidders on the levy payment schedules.

Levy Payment Schedules as gazetted by the Minister of Public Works and Transport as of 10 October 2016.

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

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

9. BILLS OF QUANTITIES

9.1. Summary Bill of Quantities

Tender No: 10 of 2023 – Extension of Mpaka ICD Sugar Loading Bay SUMMARY BILL OF QUANTITIES		
SECTION	DESCRIPTION	AMOUNT (E)
A	SECTION A: Preliminary and General Items	
B	SECTION B: Lot 1 – Earthworks and Concrete	
C	SECTION C: Lot 2 – Structural Steel & Roof Cover	
D	SECTION D: Dayworks	
E	Total Value of Works	
F	Add 3% Contingencies	
G	Sub-Total (A)	
H	Add CIC Levy at () %	
I	SUB-TOTAL (B)	
J	Add 15% VAT	
TOTAL BID PRICE		

10.1. SECTION A: PRELIMINARY AND GENERAL ITEMS

ITEM No.	PAYMENT REF.	Description	Unit	QTY	Rate (E)	Amount (E)
		Preliminary and General Items				
1		Fixed Charge Items				
1.1		Contractual Requirements				
1.2		Site Establishment				
1.3		Facilities for sub-contractors				
1.4		All other fixed charge obligations				
1.5		Water Supplies, Electric Power and Communication				
1.6		Site Removal and rehabilitation				
2		Time related Items				
		(To be paid over the duration of the contract in the ratio of work done to date to the total value of work to be executed in the sections excluding section 1) The final amount to be paid to be equal to 100%)				
2.1		Contractual Requirements	Sum	1		
2.2		Facilities for sub-contractors	Sum	1		
2.3		Supervision for the duration of construction	Sum	1		
2.4		Company and Office overhead costs for the duration of the contract	Sum	1		
2.5		Any other value-related obligations	Sum	1		
3		Other preliminary and General Items				
3.1		As built drawings	Sum	1		

10.2. SECTION B: Earthworks and Concrete

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

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Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)

Item No		Quantity	Rate	Amount
	<u>BILL NO. 2</u>			
	<u>EARTHWORKS</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Nature of ground</u>			
	The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"			
	The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"			
	The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock"			
	Trial holes indicate that the nature of the ground is silty clay to a depth of approximately 500mm with fine to medium loose sandy material below, therefore "earth"			
	A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities			
	The soils report indicates that the ground varies between silty sand, reworked soil of mixed origin and residual shale, all of which will be deemed as "earth"			
	All very hard unweathered shale, ironstone, etc, the removal of which necessitates the use of explosives or heavy duty hydraulic percussion hammers (peckers), will be classified as "hard rock"			
	Carried Forward		E	
	Bill No. 2 Earthworks			



Brought Forward		E
<p><u>Subterranean water</u></p> <p>No subterranean water is expected</p> <p>or</p> <p>The water table is expected to vary between approximately 2m and 3m below natural ground level</p> <p><u>Excavation for working space in rock</u></p> <p>Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Filling</u></p> <p>Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material</p> <p><u>EXCAVATIONS</u></p> <p><u>NOTES</u></p>		
<p>Bill No. 2 Earthworks</p>	<p>Carried Forward</p>	<p>E</p>

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

Brought Forward				E
<u>Working space</u>				
No working space has been measured nor will any claim for working space be considered. The Contractor is deemed to have provided for working space in the rates of the affected items				
<u>Carting away of surplus excavated material</u>				
Note that the carting away of excavated material is measured as a separate item, unless specifically stated otherwise. Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks, etc., directly from the excavations or, alternatively, from stock piles situated on the building site. The material shall be carted away to a dumping site to be located by the contractor. All dumping costs related to such carting away shall be deemed included in the rates for the cart away items				
<u>EXCAVATIONS, FILLING, ETC</u>				
<u>Excavate in pickable material not exceeding 2m deep below reduced or natural ground level and set aside for use as filling (backfilling elsewhere)</u>				
1	For holes	m3	24	
<u>EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER</u>				
<u>Extra over trench and hole excavations in earth for excavation in</u>				
2	Soft rock	m3	2	
3	Hard rock	m3	1	
<u>SUNDRIES</u>				
4	Excavations in made up ground.	m3	45	
Carried Forward				E
Bill No. 2 Earthworks				

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

Brought Forward			E
<u>Extra over all excavations for carting away</u>			
5	Surplus material from excavations and/or stock piles on made up ground on site to a dumping site to be located by the contractor	m3	69
<u>Risk of collapse of excavations</u>			
6	Sides of trench and hole excavations exceeding 1,5m deep	m2	65
<u>Keeping excavations free of water</u>			
7	Keeping excavations free of all water other than subterranean water	Item	
<u>FILLING ETC</u>			
<u>Earth filling supplied by the contractor under holes, trenches etc</u>			
8	Imported material (G5) supplied by the contractor spread, levelled, watered, consolidated and compacted to 95% Modified AASHTO density in 150mm thick layers.	m3	5
<u>Earth filling supplied by the contractor under pavings etc</u>			
All filling whether obtained from the excavations or by the Contractor must be approved by the Engineer.			
9	Imported material (G3) supplied by the contractor spread, levelled, watered, consolidated and compacted to 95% Modified AASHTO density in 150mm thick layers.	m3	56
10	Imported material (G5) supplied by the contractor spread, levelled, watered, consolidated and compacted to 95% Modified AASHTO density in 150mm thick layers.	m3	56
Carried Forward			E
Bill No. 2 Earthworks			

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

Brought Forward			E
11	Imported G5 gravel base (C3) stabilised with cement as necessary compacted to 95 % Mod AASHTO density in 150mm thick layers <u>Coarse river sand filling supplied by the contractor</u>	m3	56
12	Under floors etc <u>Compaction of surfaces</u>	m3	19
13	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density <u>Prescribed density tests on filling</u>	m2	393
14	"Modified AASHTO Density" test <u>SOIL POISONING</u> <u>Rentokil or similar approved treatment</u>	No	18
15	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	375
16	To bottoms and sides of holes, trenches etc	m2	83
Carried to Summary			E
Bill No. 2 Earthworks			

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

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



**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

Brought Forward		E
<u>Formwork</u>		
Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use		
The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself		
Formworks to soffits of solid slabs etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described		
Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described		
Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"		
<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>		
<u>15MPa/20mm concrete</u>		
Surface blinding under footings and bases	m3	1
Carried Forward		E
Bill No. 3 Concrete, Formwork and Reinforcement		



**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

Brought Forward			E
<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
<u>30MPa/20mm concrete</u>			
2	Ramp	m3	15
3	Column bases	m3	5
4	Stub columns	m3	2
5	Surface beds cast in panels on waterproofing	m3	60
<u>TEST CUBES</u>			
6	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	30
<u>CONCRETE SUNDRIES</u>			
<u>Finishing top surfaces of concrete smooth with a power float</u>			
7	Surface beds, slabs, etc	m2	375
<u>Taking delivery, setting up and casting in</u>			
8	Set of four anchor bolts in top of concrete cast in position	No	32
<u>35MPa non-shrink grout</u>			
9	Bedding approximately 30mm thick under 300 x 300mm base plate, including chamfered edges all round	No	30
<u>SMOOTH FORMWORK (DEGREE OF ACCURACY I)</u>			
<u>Smooth formwork to sides</u>			
10	Column bases	m2	19
11	Surface Beds	m2	25
Carried Forward			E
Bill No. 3 Concrete, Formwork and Reinforcement			

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Earthworks & Concrete Works)**

Brought Forward			E
12	Ramps	m2	12
13	Rectangular columns not exceeding 3.5m above bearing level	m2	22
<u>MOVEMENT JOINTS ETC</u>			
<u>Expansion joints with bitumen-impregnated softboard between vertical concrete surfaces</u>			
14	10mm Joints not exceeding 300mm high or wide	m	133
<u>Saw cut joints</u>			
15	50 x 3mm Saw cut joints on top of concrete	m	133
16	30 x 3mm Saw cut joints in top of concrete	m	133
<u>REINFORCEMENT (PROVISIONAL)</u>			
<u>Fabric reinforcement:</u>			
17	Type 617 fabric reinforcement in surface beds and ramps	m2	395
<u>Mild steel reinforcement to structural concrete work</u>			
18	Bars of various diameters.	t	0.84
<u>High tensile steel reinforcement to structural concrete work</u>			
19	Bars of various diameters.	t	0.63
<u>High tensile steel reinforcement to structural concrete work in slides</u>			
Carried Forward			E
Bill No. 3 Concrete, Formwork and Reinforcement			



E

40

E

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Item No	Quantity	Rate	Amount
<u>BILL NO. 4</u>			
<u>WATERPROOFING</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Waterproofing</u>			
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.			
<u>DAMPPROOFING OF WALLS AND FLOORS</u>			
<u>One layer of 500 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>			
1	Under surface beds	m2	375
<u>SEALING STRIPS, JOINT SEALANTS, ETC</u>			
<u>"Fosroc Thioflex 600" two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>			
2	15 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary	m	133
<u>JOINT SEALANTS ETC</u>			
<u>Rake out softboard for a depth of 10mm and apply Sikaflex 11FC or similar polyurethane joint sealant</u>			
3	10mm Thick in joints	m	20
Carried to Summary			E
Bill No. 4 Waterproofing			

Tender No: 10 of 2023 – Extension of Mpaka ICD Sugar Loading Bay SECTION A: SUMMARY EARTHWORKS & CONCRETE WORKS		
BILL No.	DESCRIPTION	AMOUNT (E)
1	Earthworks	
2	Concrete, Formwork and Reinforcement	
3	Waterproofing	
	TOTAL CARRIED TO FORM OF TENDER	



SECTION C: Lot 2 – Structural Steel & Roof Cover

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Structural Steelwork & Roof Cover)**

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**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Structural Steelwork & Roof Cover)**

Item No		Quantity	Rate	Amount
	<u>BILL NO. 2</u>			
	<u>ROOF COVERINGS ETC</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Straight cutting</u>			
	Descriptions of all roof coverings are deemed to include for all straight cutting			
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>			
	User note: Supplementary preambles in connection with fixing of sheeting and accessories and laps shall be inserted when the Model Preambles for Trades (or other preambles not covering the fixing of sheeting and accessories and laps) are used When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" shall be used			
	Where roof coverings are fixed on top of rigid board insulation to purlins etc, descriptions of roof coverings shall include thereforNote that sheeting is also available in corten steel, stainless steel, copper and aluminium			
	<u>0,6mm "Klip-Lok" Z275 spelter galvanised high yield steel ribbed sheeting with "Chromadek" finish on one side, in single lengths fixed to steel purlins or rails and 0,6mm galvanised steel accessories with "Chromadek" finish on one side</u>			
1	Roof coverings with pitch not exceeding 25 degrees	m2	374	
2	Side cladding fixed to continuous structural steel support according to engineer's detail	m2	160	
	Carried Forward		E	
	Bill No. 2 Roof coverings			

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Structural Steelwork & Roof Cover)**

Brought Forward			E
3	Bull nose sheeting according to architect's design	m2	60
4	Ridge capping 460mm girth and sealed with 6 x 20mm closed cell impregnated polyurethane strips	m	22
	<u>0.6mm "Brownbull" galvanised (275/m2) pressed steel fittings with "Chromadek" baked enamel finish on one side;</u>		
5	Narrow or broad flute closers 150mm girth	m	29
<u>ROOF AND WALL INSULATION</u>			
	<u>"Sisalation 420" heavy industrial grade reinforced aluminium foilinsulation;</u>		
6	Insulation laid taut over purlins (at approximately 1200mm centres) and fixed concurrent with roof covering, including galvanised steel straining wires	m2	374
Carried to Summary			E
Bill No. 2 Roof coverings			

Item No	Quantity	Rate	Amount
<u>BILL NO. 3</u>			
<u>STRUCTURAL STEELWORK</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
Descriptions Descriptions of bolts shall be deemed to include nuts and washers Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
<u>STEEL COLUMNS, BEAMS, TRUSSES, BRACES ETC</u>			
<u>Welded portal frames with flat section bearer, gusset and connection plates and L-section cleats bolted to concrete</u>			
1	50 X 50 X 6L Angles with equal leg	t 0.36	
2	125 X 75 X 20 X 2.5 CRL Channel section purlins	t 1.16	
3	254 X 146 X 37 UB I-Section	t 2.60	
4	203 X 102 X 25 UB I-Section	t 2.53	
5	152 X 89 X 16 UB I-Section	t 0.14	
<u>Welded bracing etc with flat section connection plates, bolted to steel</u>			
6	80 X 80 X 6L Angles with equal leg	t 2.35	
Carried Forward			E
Bill No. 3 Structural Steelwork			

**Proposed Extension of Sugar Loading Shed at Mpaka ICD
for Eswatini Railway (Structural Steelwork & Roof Cover)**

Brought Forward			E
<u>SUNDRIES ETC</u>			
<u>Gusset and connection plates and L-section cleats bolted to concrete</u>			
7	100X75X6MM Angles Unequal Leg	t	0.15
8	Plates	t	0.12
9	Bolts & Washers	t	0.11
<u>PAINTWORK</u>			
<u>Apply one coat zinc-chromate primer in accordance with SABS 679, one coat multipurpose undercoat in accordance with SABS 681 (Type II paint), and two coats of alkyd base enamel to the architects' colour specification in accordance with SABS 630 (Type I paint)</u>			
10	On structural steel members	m2	290
Carried to Summary			E
Bill No. 3 Structural Steelwork			

Tender No: 10 of 2023 – Extension of Mpaka ICD Sugar Loading Bay SECTION B: SUMMARY STRUCTURAL STEELWORK & ROOF COVER		
BILL No.	DESCRIPTION	AMOUNT (E)
1	Roof coverings	
2	Structural Steelwork	
	TOTAL CARRIED TO FORM OF TENDER	



SECTION C: DAYWORKS

ITEM No.	PAYMENT REF.	Description	Unit	QTY	Rate (E)	Amount (E)
C1		Labour				
C1.1		Foreman	hr	8		
C1.2		Quantity surveyor	hr	8		
C1.3		Surveyor	hr	8		
C1.4		Electrician	hr	8		
C1.5		Mechanical Fitter	hr	8		
C1.6		Builder	hr	8		
C1.7		Plumber	hr	8		
C1.8		Steel Fixers	hr	8		
C1.9		Operator	hr	8		
C1.10		General Labourer	hr	8		
C1.11		Watchman	hr	8		
C2		Material				
C2.1		Concrete (35MPa)	m ³	5		
C2.2		Grouted Stone Pitching (150mm thick)	m ²	5		
C3		Contractor's Equipment				
C3.1		Compressor	hr	8		
C3.2		Light Delivery Vehicle	km	20		
C3.3		Tractor Loader Backhoe	hr	8		
C3.4		Lowbed	hr	8		
C3.5		Dewatering Pump complete with Accessories	hr	8		
		TOTAL CARRIED TO SUMMARY				

10. TENDER DRAWINGS

10.1. List of Specific Drawings

Annex	Description
1	Mpaka ICD Proposed Extension of Mpaka ICD Sugar Loading Shed

Annex 1: Mpaka ICD Sugar Loading Shed Layout and sections

