

# ESWATINI WATER SERVICES CORPORATION



Tender document for

## REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT

Tender No. EWSC 26 of 2021/22

**Prepared by**

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**Address** .....

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## **PART T1: TENDERING PROCEDURES**

### 1.1 TENDER NOTICE AND INVITATION TO TENDER

## ESWATINI WATER SERVICES CORPORATION



INVITATION FOR SUBMISSION OF BIDS (IFB)

### **Tender number SWSC 26 OF 2021/22 REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT**

The Eswatini Water Services Corporation hereby invites sealed bids from eligible engineering service providers for the Rehabilitation of Nhlambeni Wastewater Treatment Plant

Bidding documents are available and downloadable online on the Eswatini Water Services Corporation's Website, [www.swsc.co.sz](http://www.swsc.co.sz).

Bids shall be valid for a period of 90 days after Bid opening and must be accompanied by a bid security of **SZL 10 000.00** and delivered to;

The Managing Director  
Swaziland Water Services Corporation Headquarters,  
Emtfonjeni Building,  
MR3 Between

on or before 12.00 noon, Friday the **15 October 2021** at which time they will be opened in the presence of bidders who elect to attend.

A compulsory clarification meeting will be conducted on Tuesday, **28 September 2021 at 10:00hrs** and prospective bidders shall meet the Corporation's representative at at the EWSC Nhlambeni Wastewater Treatment Plant.

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

Late, telegraphic, Emailed and faxed tenders shall not be accepted. The Corporation does not bind itself to accept the lowest or any tender.

Enquiries may be emailed to: [\*\*procurement@swsc.co.sz\*\*](mailto:procurement@swsc.co.sz)

**J. MASHWAMA**  
**MANAGING DIRECTOR**

## **T1.2 INSTRUCTIONS TO TENDER**

### **1 INTRODUCTION**

1.1 These Instructions to Tenderers ("these Instructions") relate to an Invitation ("the Invitation"), in which prospective tenderers are invited to submit a Tender. The Invitation, which (in the case of any discrepancy) takes precedence over these Instructions, specifies:

- (a) the company or joint venture, who is considered to be eligible as described in Clause 2 of these instructions and who is thus invited to submit a Tender;
- (b) the Purchasing and stores Manager, to whom requests for clarification may be sent as described in Clause 3 of these Instructions;
- (c) details of how to participate in the site visit by tenderers (or how to obtain such details), if such a visit is being arranged under Clause 4 of these Instructions;
- (d) the time by which Tenders are to be submitted in accordance with Clause 6 of these Instructions (the "Tender submission date"); and
- (e) The time when Tenders are to be opened as described in Clause 7 of these Instructions.

1.2 The Tender Documents, as issued to each tenderer in accordance with the Invitation, comprise:

- (a) these Instructions,
- (b) the Letter of Tender, and the
- (c) Schedules;
- (d) Conditions of Contract, and the
- (e) Employer's Requirements,

These Instructions prescribe the procedures to be followed until the Employer either enters into a Contract with the tenderer or advises him that the Employer does not intend to do so.

1.3 Words and expressions defined in Sub - Clause 1.1 of the Conditions of Contract shall have the same meanings where used in these Instructions.

1.4 The tenderer shall bear all costs incurred in the preparation and submission of the Tender, including visits and other actions mentioned or implied in these Instructions.

1.5 The Employer will not be responsible or liable for such costs, regardless of the conduct or outcome of the tendering process. The Employer reserves the right to accept or reject any tender, or to annul the tendering process and reject all Tenders, without incurring liability to any tenderer and without being obliged to inform any tenderer of the reasons for the Employer's action.

## **2 Eligibility of the Tenderer**

2.1 The Invitation (i) invites eligible and suitable contractor to submit a tender, (ii) states whether the tenderer was prequalified or selected or invited by open tendering, and (iii) may state any particular conditions or reservations of the prequalification or selection or open tendering.

2.2 Each prequalified tenderer shall notify the Employer, as soon as practicable, of any change in the data submitted for the purpose of the prequalification. Any significant change in such data shall be deemed to invalidate the tenderer's previous prequalification, but the company or joint venture may request the Employer's permission to reapply for prequalification. If (at his sole discretion) the Employer grants such permission, the tenderer's application for prequalification must be received by the Employer not less than 28 days before the Tender submission date specified in Clause 6 of these Instructions.

2.3 Each tenderer shall, in order to be considered for eligibility, submit the information listed below with the Tender. In the case of a joint venture of two or more legal persons, the information shall be submitted in respect of each of these persons and in respect of the joint venture tenderer.

- (a) copies of original documents defining constitution and/or legal status, place of registration and principal place of business;
- (b) total annual turnover expressed as total volume of engineering work carried out in each of the last five years;
- (c) financial reports, including profit and loss statements, balance sheets and auditor's reports for the past five years, and an estimated financial projection for the subsequent year, or a letter from the bank confirming the bank code or rating of the tendering company;
- (d) evidence of access to lines of credit, and availability of other financial resources;
- (e) name and address of banker(s) who will (and have been authorised to) provide references upon request by the Employer;
- (f) details of performance as prime/main contractor on works of a similar nature and volume over the last five years and on current works; and

- (g) A list of the major items of Contractor's Equipment proposed for carrying out the Contract including details of ownership.
  - (h) **Original** and Valid tax compliance certificate for government or parastatal tender
  - (i) Valid Trading licence
  - (j) Valid CIC registration certificate
  - (k) Police Clearance or affidavit for all company directors
  - (l) Eligibility Form in Annexure T4.6 (Fully filled and signed).
- 2.4 In these Instructions, the expression "joint venture" means any of the groupings of contractor's. In order that such a joint venture of two or more legal persons is to be acceptable as eligible:

- (a) these persons shall have nominated a leader with authority to bind the joint venture and each of these persons; and this leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all these persons;
- (b) evidence of this authorisation shall be submitted with the Tender in the form of a power of attorney signed by legally authorised signatories of all these persons;
- (c) the Letter of Tender, and (if it is accepted) the Contract Agreement, shall be signed so as to be legally binding on each of these persons; and
- (f) a copy of the agreement entered into by these persons shall be submitted with the Tender. This agreement shall state (i) each such person's percentage participation in the joint venture, and (ii) that these persons shall be jointly and severally liable to the Employer for the performance of the Contract.

2.5 No such person or sole tenderer shall participate in the preparation of another tenderer's Tender for the same Contract. If any entity is found to have participated in two or more Tenders, other than alternative Tenders from the same tenderer, all such Tenders will be rejected.

2.6 However, any entity may be proposed as a prospective subcontractor by more than one tenderer in addition to being either a sole tenderer or a participant in one joint venture tenderer.

### **3 The Tender Documents**

3.1 The Tender shall be responsive to the complete set of Tender Documents which comprise the documents listed in Clause 1 above and any Addenda to Tender Documents which may be issued as described in this Clause 3. The tenderer shall scrutinize each document immediately upon receiving it and shall promptly give

notice, to the party who issued the document, of any pages which appear to be missing.

- 3.2 The tenderer must carefully examine all Tender Documents. Failure to comply with these Instructions or with any other tendering requirements will be at the tenderer's risk.
- 3.3 If the tenderer requires any clarification of the Tender Documents, he may give notice to the employer. The notice shall be written (which includes by electronic mail transmission) in the language used in the Invitation, and shall be sent to the address stated in the Invitation as soon as practicable.
- 3.4 The party that issued the document shall respond to the notice by issuing (i) the text of the question or request for clarification and (ii) the Employer's clarification. This response shall be in writing and shall give no indication of the identity of the tenderer who requested clarification. These requests for clarification and responses shall be sent to all prospective tenderers who received the Tender Documents, but shall not constitute amendments to the Tender Documents. However, if a notice is received less than 5 days before the Tender submission date, there may be no response.
- 3.5 If amendments are to be made to the Tender Documents, arising from a notice or otherwise, the PSM shall issue an Addendum to Tender Documents on behalf of the Employer. Each Addendum to Tender Documents shall be sent to all prospective tenderers who received the Tender Documents, and shall be binding upon them. The tenderer shall promptly acknowledge receipt of each Addendum to Tender Documents by written notice to the PSM, and shall also enter its reference number in the first sentence of the Letter of Tender.
- 3.6 At any time, the employer may similarly issue an Addendum to Tender Documents which amends the Tender submission date. In this event, all rights and obligations of the Employer and the tenderers previously related to the original date shall thereafter be subject to the amended date.

#### **4 Site Visit**

- 4.1 The tenderer is advised to visit and examine the Site, its surroundings and other parts of the Country, and must obtain for himself on his own responsibility all information which may be necessary for preparing the Tender and entering into a Contract.



- 4.2 The tenderer and any of his personnel or agents will be granted conditional permission to enter upon the Site. The permission shall be deemed to have been based upon the tenderer, his personnel and agents indemnifying the Employer and his personnel and agents from and against all liability and upon the tenderer being responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses (however caused) which would not have arisen other than due to the exercise of such permission.
- 4.3 If a joint site visit is to be arranged for all tenderers, details are given in the Invitation.
- 4.4 Such a joint visit is intended to supplement, and not to replace, the individual inspections carried out by each tenderer. The Employer accepts no responsibility for providing any indication of relevant aspects, or access to appropriate areas, which a competent tenderer may consider necessary for the preparation of a Tender
- 4.5 The Employer shall not be bound by any oral representations which may be made during a joint site visit, whether by the Engineer's personnel or by others; and whether during a formal meeting or otherwise. In order to minimize the possibility of misunderstanding, tenderers should present any requests for clarification in writing. In accordance with Clause 3 of these Instructions, any record of the formal meeting, requests, clarifications and/or Addendum to Tender Documents shall be sent to all prospective tenderers who received the Tender Documents.

## **5 Preparation of the Tender**

- 5.1 The Tender and all communications between the tenderer and the Employer or the Engineer shall be typed or written in indelible ink in the language used in the Invitation. Supporting documentation submitted by the tenderer may be in another language if he also submits an appropriate translation of all its relevant passages into this ruling language.
- 5.2 The Tender Documents to be submitted by each tenderer shall comprise the documents described in Clause 1 of these Instructions, and a Proposal prepared in accordance with this Clause 5.

5.3 The Tender Documents issued to the tenderer, including any amendments instructed in an Addendum to Tender Documents, shall be used without further amendment.

5.4 The tenderer shall submit, with his Tender, a tender security in the form annexed to these Instructions. The tender security shall be issued by an entity in the country of the Employer and acceptable to the Employer, and shall be valid for not less than 35 days after the date on which the validity of the Tender expires. The Employer will return the tender security upon the occurrence of the first of the following events:

- (a) the Employer receives the Performance Security from the successful tenderer;
- (b) the Employer abandons his intention to appoint a Contractor; or
- (c) the validity of all tender securities for the contract expires.

5.5 The tenderer shall complete each Schedule as appropriate to the particular Schedule, and submit a Tender for the whole of the Works in accordance with the Tender Documents. A Tender which excludes part of the Works may be rejected as unresponsive.

5.6 The tenderer's Proposal, which must form part of the Tender, MAY include:

- (a) a detailed description of the proposed Works;
- (d) commentary on the Employer's Requirements, detailing how the layout and other critical requirements will be achieved;
- (e) manufacturers' brochures and/or other details of the main items of Plant including spares;
- (b) Details of any exceptions to the statements in the Letter of Tender which otherwise state that the Employer's Requirements contain no errors and that the Works will conform therewith.

5.7 The tenderer shall also submit the following supplementary information accompanying, but not forming part of, his Tender

- (a) the information listed in Clause 2 of these Instructions, if applicable to the tenderer;
- (b) name and address of the bank or other entity which will provide the Performance Security and the advance payment guarantee; and a letter from such entity acknowledging having received the Annexes to the Particular Conditions of Contract and undertaking to provide these security documents

- in accordance with the exact wording of these Annexes (if the entity prefers to make minor changes, they must be specified exactly);
- (c) name and address of the insurers and their principal terms for the insurances required by Clause 14 of the Conditions of Contract, including proposed deductibles and exclusions;
  - (c) details of the arrangements and methods which the tenderer proposes to adopt for the execution of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion;
  - (d) any proposals for subcontracting the execution of parts of the Works on the Site, excluding each subcontractor named in the Schedules;
  - (d) the names, qualifications and experience of key personnel proposed for the management of the Contract and the execution of the Works, both on and off site, including curriculum vitae of the senior personnel;
  - (e) Names and particulars of each proposed designer and design subcontractor. A Tender which is not accompanied by this information may be rejected as unresponsive.

5.8 The completed Tender shall not have any alterations or erasures, except any which may be specified in an Addendum to Tender Documents issued under Clause 3 of these Instructions. However, if alterations are necessary to correct errors made by the tenderer, these corrections shall be endorsed with the signature of the person signing the Letter of Tender.

5.9 Only one Tender may be submitted by each tenderer, except for any alternative offers. In addition to a compliant Tender, the tenderer may offer technical or other alternatives to the requirements of the Tender Documents, which may include reasonable deviations or other proposals. Each alternative Tender shall include all information necessary for its complete evaluation by the Employer, including any relevant calculations, specifications, construction methods, timing implications, breakdowns of prices, and other relevant details. The Employer reserves the right to reject alternative offers.

## **6 Submission of the Tender**

6.1 A Tender submitted other than as described in this Clause 6 may be rejected by the Employer and returned to the tenderer.

6.2 The Tender shall remain valid and open for acceptance for the period of 90 days from the Tender submission date. The tenderer shall calculate the date on which

validity expires and insert this expiry date in the Letter of Tender. Prior to this expiry date, the Employer may by written notice request the tenderer to extend the validity period. The tenderer may refuse the request, but shall not modify his Tender other than by extending its validity.

## **7 Tender Opening**

7.1 Tenders and other submissions, which are in accordance with Clause 6 of these Instructions, will be opened at the date and time stated in the Invitation.

7.2 The Employer will examine Tenders to determine whether they appear to be complete, properly signed, and generally in order.

7.3 After this Tender opening, information relating to the processes of examination, clarification, evaluation and comparison of Tenders and the award of a contract shall not be disclosed, other than to those officially concerned with such processes. Any effort by a tenderer to influence the Employer or the Engineer in these processes may result in the rejection of the tenderer's Tender.

## **8 Tender Evaluation**

8.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender Documents. For the purpose of these processes, a substantially responsive Tender is one which conforms to all the terms, conditions and requirements of the Tender Documents without material deviation or reservation.

8.2 A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way (inconsistent with the Tender Documents) the Employer's rights or the Contractor's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers presenting substantially responsive Tenders.

8.3 If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Employer. The Tender shall not be made responsive by the tenderer correcting or withdrawing the non-conforming deviation or reservation.

8.4 The Employer will only evaluate and compare the Tenders which have been determined to be substantially responsive to the requirements of the Tender Documents. Responsive Tenders will first be checked by the Employer for any arithmetic errors in computation and summation, and any errors will be corrected as follows:

- (a) The amount entered in the Letter of Tender (as announced when Tenders were opened) may be considered acceptable as the Contract Amount without any of the corrections and adjustments described in these subparagraphs. If there is any discrepancy between amounts in figures and in words, the amount in words will take precedence.
- (b) If there is any discrepancy between this amount and the equivalent sum computed on the basis of the Schedules, the Employer may make corrections and/or adjustments (applying the principles described in these sub-paragraphs) and give notice to the tenderer, specifying each error, correction and adjustment. If the tenderer does not accept these notified corrections and adjustments, his Tender may be rejected.
- (c) If there is a substantial discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, and the rate seems to have been stated in error (inconsistent with the tenderer's likely intentions), the stated unit rate shall be amended and the stated amount will be binding.
- (d) If there is any discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, and either the discrepancy is not substantial or it is reasonable to assume that the stated rate is consistent with the tenderer's intentions, the stated unit rate will be binding and the stated amount shall be amended.

8.5 For the purpose of evaluating Tenders, the Employer will determine for each Tender the Evaluated Tender Amount as follows

- (a) making any correction for errors as described above;
- (b) making an appropriate adjustment for any acceptable variations, deviations, discounts or other alternative offers not reflected in the submitted amount or these corrections; and
- (c) making an allowance for any acceptable varied times for completion offered in alternative Tenders, the allowance being calculated at the same rate as the rate for delay damages for the Works which is stated in the Appendix to Tender.]

8.6 The evaluation of the Tenders shall be based upon the principles outlined in the performance evaluation criteria annexed to these Instructions. Unless specifically stated, no criterion will take precedence over any other criteria, and Tender evaluation shall be based on an overall consideration.

The technical evaluation criteria will be based on the items stated in the table below:

	<b>Criteria</b>	<b>Yes / No</b>
<b>1</b>	<b>Experience</b>	
	General Experience of Contractor of at least 3 years	
	At least two (2) replacement or rehabilitation of mechanical components stated in the specifications of this project	
<b>2</b>	<b>Proposed Work plan</b>	
	Plan covers entire Scope of Works	
	Plan is within specified time lines	
<b>3</b>	<b>Qualifications and competence of the key staff for the Assignment</b>	
	Boiler Maker or coded welder – atleast 3 years relevant experience (shown in CV) and Trade Test (min Grade 2)	
	Team leader – at least 3 years relevant experience (shown in CV) and at least National Diploma in Civil, Mechanical or Chemical Engineering	
<b>4</b>	<b>One Year Maintenance including equipment warranties</b>	
<b>5</b>	<b>Environmental Health and Safety Plan</b>	
	Environmental health and safety plan covering the scope of works, risk analysis and mitigation plan	
	Incident Management Procedure	

The prospective contractor is expected to submit / comply with all the technical requirements as stated in the table above to **qualify** for the financial criteria evaluation. Failure to present any on the items may result in tender disqualification.

## **9 Award of the Contract**

9.1 The Employer intends (i) to award the Contract to the tenderer who appears to have the capability and resources to carry out the Contract effectively, who's Tender has been determined to be responsive to the Tender Documents and who has offered (all taken into consideration) the most favourable Tender; or (ii) to reject compliant Tenders and accept an alternative Tender. The Employer reserves the right to reject any or all Tenders.

- 9.2 The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract. Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website.
- 9.3 The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.
- 9.4 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

**PART T2 RETURNABLE  
SCHEDULES FOR TENDER  
EVALUATION**



## T2:1 CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### A. Certificate for company

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
 . Chairman  
 2.....  
 Date

### B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

Signature: Sole owner

2.....

Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

**T2:2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

.....(Tenderer)

of.....

.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name .....Signature.....

Capacity.....

Name.....Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name.....Signature.....

Capacity.....Date & Time.....

**T2:3 SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number</b>	<b>Description of Work to be executed by Subcontractor</b>
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			

Attach additional pages if more space is required.

Signed.....Date.....

Name.....Position.....

Tenderer.....

**T2:4 SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed.....Date.....

Name.....Position.....

Tenderer.....

**T2:5 SCHEDULE OF THE TENDERER’S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required

Signed.....Date .....

Name.....Position.....

Tenderer.....

## T2:6 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed.....Date .....

Name.....Position.....

Tenderer.....





**T2:8 OCCUPATIONAL HEALTH AND SAFETY**

**1. HEALTH AND SAFETY POLICY**

- (a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes  No
- (b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided.

.....  
.....  
.....  
.....

**2. HEALTH AND SAFETY ADVICE**

Do you

- (a) Employ a full time health and safety advisor? Yes  No
- (b) Use the services of a health and safety consultant? Yes  No
- (c) Have access to the services of a health and safety group? Yes  No

**4. ACCIDENT AND INCIDENT STATISTICS**

- (a) Have any dangerous occurrences been reported within the last three years? ..... Yes  No   
..... If Yes, please give brief details:

.....

- (b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes  No

If Yes, please give brief details:

.....  
.....  
.....  
.....

Tenderer.....

**T2:9 OCCUPATIONAL HEALTH AND SAFETY ACT: STATEMENT BY TENDERER**

I, ..... duly authorised  
to represent.....  
(company name)  
in my capacity as .....

hereby confirm that I accept full and exclusive responsibility for compliance by myself  
and all persons who perform work for me with the provisions of the Occupational  
Health and Safety Act (as amended) and all regulations promulgated from time to time,  
whilst performing work on .....

I confirm that all employees who perform work on the site shall be properly trained to  
do this in a manner which is safe and without risk to health and safety to themselves  
and others in the vicinity and undertake to have our activities adequately supervised  
in the interest of health and safety.

.....  
**TENDERER**

**T2.10 DECLARATION OF GOOD STANDING REGARDING TAX**

(Tenderer to submit an ORIGINAL VALID, TAX COMPLIANCE CERTIFICATE, COPY OF  
VALID TRADING LISENCE, VALID CONSTRUCTION INDUSTRY COUNCIL CERTIFICATE)

**\*Failure to PROVIDE the above information will result in the disqualification  
of the tender**

## **T2.11 ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer SHALL supply an organogram for the management of the contract and include curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram as well as proof of having obtained the relevant programme qualifications. The personnel included here shall be used on the project unless otherwise agreed by the Engineer.

## **T2.12 PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

## **PART T3 THE CONTRACT**

### **T3.1 GENERAL CONDITIONS**

General Conditions shall be those of the  
"Short Form of Contract",  
" first edition 1999, with further amendments,

Prepared by the

*Fédération Internationale des Ingénieurs- Conseils (FIDIC).*

These conditions may be subject to the variations and additions Hereof Entitled  
"Conditions of Particular Application."

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

Facsimile: +41 21 653 5432

Telephone:+41 21 653 5003

### **T3.2 SPECIAL CONDITIONS OF CONTRACT**

References from Clauses in the General Conditions:

1. Clause 1.1.3.3&8.2-Time for Completion of the works: **5 Months**
2. Clause 1.1.3.7 & 11.1- Defects Notification Period: **365 days**
3. Clause 1.3-Electronic systems for communications: E-mail:  
[procurement@swsc.co.sz](mailto:procurement@swsc.co.sz)
4. Clause 1.4-Laws & Languages: Governing Law: **Laws of the Kingdom of Eswatini**
5. Ruling language: **English**
6. Clause 4.2- Performance Security: **10% of contract amount in the form of a Bank guarantee or an insurance bond issued by a local institution**
7. Clause 4.4- Notice of subcontractors: **At least 28 days' notice**
8. Clause 8.7/12.4 & 14.5 (d)- Delay/performance damages amounts to **0.2% of contract sum per calendar day with the maximum of 15% of the contract sum.**
9. Clause 14.3(c) – Retention: **10%**
10. Clause 17.6- Limitation of liability: **Contract amount**
11. Clause 18.1- The insuring party shall be the Contractor and Evidence of insurances is due: **Within 7 days**
12. **Subclause 14.2** Advance payment: there shall be an option of an advance upon receipt of an advance payment guarantee offered by the Eswatini registered and approved financial institution
13. **Subclause 14.15** Currencies of payment: Lilangeni
14. **Subclause 4.21:** Progress reports to be submitted every month

### T3.3 CONTRACT AGREEMENT

This Agreement made the..... day of..... 20.....

Between.....

.....of..... (hereinafter called the

Employer")of the one part, And.....

.....

..... of ..... (hereinafter called "the

Contractor') of the other part

**Whereas** the Employer desires that the Works known as **REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT** should be executed by the Contractor, and has accepted a Tender by the Contractor for the design, execution and completion of these Works and the remedying of any defects therein,

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The Agreement (Form of Offer and Acceptance)
  - b) Conditions of Particular Application
  - c) General Conditions
  - d) Design Drawings
  - e) The Specification
  - f) The Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to



execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer 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 at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by.....  
for and on behalf of the Employer in the  
presence of

Witness:.....

Name:.....

Address:.....

Date.....

SIGNED by:.....  
for and on behalf of the Contractor in the  
presence of

Witness:.....

Name:.....

Address:.....

Date.....

## **PART T4: ANNEXES (EXAMPLE FORMS)**

## **T4.1 Annex A EXAMPLE FORM OF PARENT COMPANY GUARANTEE**

### **REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini

We have been informed that.....

.....  
.....(hereinafter called the Contractor) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a parent company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we ..... (name of parent company) irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Contractors obligations and liabilities under the Contract, including the Contractors compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the

Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorise them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Date.....

Signature(s).....

**T4.2 Annex B** EXAMPLE FORM OF TENDER SECURITY

**REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

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

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

- a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or
- d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.4 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before.....  
(the date 35 days after the expiry of the validity of the Letter of Tender) when this guarantee shall expire and shall be returned to us.

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

Date.....

Signature(s).....

**T4.3 Annex C EXAMPLE FORM OF PERFORMANCE SECURITY - DEMAND GUARANTEE.**

**REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

We have been informed that..... (hereinafter called the Principal') is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we..... (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the 'guaranteed amount", say: ) upon receipt by us of your demand in writing and your written statement stating:

- a) that thee Principal is in breach of his obligation(s) under the Contract, and
- b) the respect in which the Principal is in breach.

Any demand for payment must contain your managing directors' signature which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before..... (the date 70 days after the expected expiry of the Defects Notification Period for the Works)..... (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended. This guarantee shall be governed by the laws of and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date.....Signature(s).....

#### **T4.4 Annex D EXAMPLE FORM OF ADVANCE PAYMENT GUARANTEE**

##### **REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

We have been informed that..... (hereinafter called the 'Principal) is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we..... (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of..... (the 'guaranteed amount', say:..... ) upon receipt by us of your demand in writing and your written statement stating:

- a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
- b) the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the

Time for Completion)..... (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement

that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of the Kingdom of Eswatini and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date.....Signature(s).....



## **T4.5 Annex E EXAMPLE FORM OF RETENTION MONEY GUARANTEE**

### **REHABILITATION OF NHLAMBENI WASTEWATER TREATMENT PLANT**

Eswatini Water Services Corporation  
Emtfonjeni Building, Below Gable Complex  
Ezulwini (whom the tender documents define as the Employer).

We have been informed that..... (hereinafter called the Principal) is your contractor under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

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

- a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- b) the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under sub-clause 11 of the conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Defects Notification Period for the Works) ..... (the expiry date), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of the Kingdom of Eswatini and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date.....Signature(s).....

### T4.6 Annex F ELIGIBILITY FORM

#### ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011

**Bidder:**.....

**Date:**.....

**JV Partner:**.....

LEGAL REQUIREMENT	RESPONSE/EVIDENCE
Our firm has the legal capacity to enter into the contract	Certificates of incorporation, Forms C and J, Trading licences Power of attorney.
Our firm 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	Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: i.....
Our firm has fulfilled its obligations to pay taxes and social security contributions	Valid tax clearance certificate for Government and parastatal tenders enclosed SNPF Compliance Certificate
It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions.	Labour Compliance Certificate enclosed
Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.	Confirmation by signature of authorised signatory: i.....
Our firm, or any of its directors/key personnel 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	Confirmation by signature of authorised signatory: i.....
Our company and none of its directors or officers have been suspended from participating in the tendering process by SPPRA for the reasons specified in Section 56 of the Act	Confirmation by signature of authorised signatory: i.....
Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act	Confirmation by signature of authorised signatory: i.....
SWSC bid document purchase receipt	Enclosed

## **PART T5: PRICING DATA**

## T5.1 PRICING INSTRUCTIONS

### PRICING INSTRUCTIONS

- (1) For the purpose of this Bill of Quantities the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement of each item of work as defined in the Standard Specifications or the Project Specifications of the Contract.
- Quantity : The number of units of work for each item.
- Rate : The payment per unit of work at which the Contractor tenders to do the work.
- Amount : The product of the Quantity and the Rate tendered for an item.
- Lump sum : An amount tendered for an item of which the extent is described in the Schedule of Quantities, the Specifications or elsewhere but the quantity of work is not measured in any units.

- (2) The Bill of Quantities forms part of the Contract Documents and shall be read in conjunction with all the other documents comprising the Contract Documents. Prices in the Bill of Quantities shall be entered in ink, and all corrections shall be initiated by the person signing the Form of Tender.

- (3) The quantities set out in the Bill of Quantities are approximate only and the quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities shall be used for determining payments to the Contractor.

The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sum amounts tendered, subject only to the provisions of the General Conditions of Contract and the provisions of paragraphs 11 and 12 of these instructions.

- (4) Rates and lump sum amounts shall be inclusive of overheads, profits, incidentals, escalations, etc. and shall include full compensation for the completed items of work as specified. Full compensation for completing all the work shown on the Drawings and specified in the Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract.

Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.

- (5) The Tenderer shall fill in a rate or lump sum to each item where provision is made therefore even where no quantities are given. Items against which no rate or lump sum is entered in the Tender will not be paid for when executed but payment for such work will be regarded as covered by other rates in the Bill of Quantities.
- (6) The Works as executed will be measured for payment in accordance with the methods described in the Contract under the various pay items notwithstanding any custom to the contrary.
- (7) The quantities of work or material stated in the Bill of Quantities shall not be considered as binding or extending the amount of work to be done or quantity of material to be supplied by Contractor.
- (8) The quantities of material or work stated in the Bill of Quantities shall not be regarded as constituting authorization to the Contractor to order material or execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements therefrom.
- (9) The short description given of pay items in the Bill of Quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made inter alia to the Drawings, Standard Specifications, Project Specifications and General Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.

(10) ERRORS IN TENDERS: The rates filled in by the Tenderer in the Form for the submission of Tenders shall be final and binding for purposes of tendering and errors resulting from incorrect extensions or additions shall be corrected in such a way that the rates remain unaltered.

(11) Unbalanced rates or amounts

A Tender may be rejected if the unit rates or amounts for some of the items in the Bill of Quantities are in the opinion of the Employer unreasonable or out of proportion, and the Tenderer fails, within a period of fourteen (14) days after having been notified in writing by the Employer to adjust the unit rates or amounts of such items, to make such adjustments.

(12) Units of measurement

The units of measurement described in the Bill of Quantities are metric units.

Abbreviations used in the Bill of Quantities are as follows:

m	= metre	ha	= hectare
m <sup>2</sup>	= square metre	kg	= kilogram
m <sup>3</sup>	= cubic metre	kl	= kiloliter
km	= kilometre	t	= ton (1 000kg)
hr	= hour	l	= litre
L.S.	= Lump Sum	%	= percentage
No.	= Number	MN	= mega newton
mth	= month	MNm	= Mega newton – metre
Prov. sum	= Provisional sum		
P.C.	= Prime Cost	m <sup>3</sup> -km	= cubic metrekilometre
E.O.	= Extra Over		
N/A	= Not Applicable		

(13) All rates and sums of money quoted in the Bill of Quantities shall be in

Emalangeneni.

(14) Item numbers

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by a letter B refer to pay items described under Part B of the Project Specifications.

(15) "Rate only" items

The Tenderer shall fill in a rate opposite all items where the words "rate only" appear in the "Quantity" Column. The intention is that although no work is foreseen under such an item, and no quantities are accordingly given in the "quantity" column, the tendered rate shall apply in the event of work under this item being actually required. Tenderers' attention is directed to the provisions of Clause 12 of this preamble.



Bill of quantities

<b>1</b>	<b>Clariflocculator No.1</b>	<b>Unit</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Total</b>
<b>1.1</b>	Remove existing inlet isolation valves and replace with new.	<i>No.</i>	2		
<b>1.2</b>	Replacement of digester roof glass	<i>No.</i>	1		
<b>1.3</b>	Reconditioning of biogas pipping system, including all components (e.g., joints, catch pots, etc.)	<i>Sum</i>	1		
<b>1.4</b>	Replace digester sludge recirculation valves	<i>No.</i>	8		
<b>1.5</b>	Replace sludge holding tank stirrer	<i>No.</i>	1		
<b>1.6</b>	Replace all metallic structures inside the digester (i.e., beam, buffers, etc). all metal components to be stainless steel grade 304L or better quality.	<i>Sum</i>	1		
<b>1.7</b>	Supply and apply sealant or waterproofing product in one digester.	<i>Sum</i>	1		
	<b>SUB TOTAL 1</b>				
	<b>ADD 10% CONTINGENCY</b>				
	<b>SUB-TOTAL 2</b>				
	<b>ADD 15% VAT</b>				
	<b>GRAND TOTAL</b>				

## **PART T6: SCOPE OF WORK**

## **T6.1 DESCRIPTION OF WORKS**

### **1.0 Introduction and Background**

The Eswatini Water Services Corporation has a long-standing history in the provision of clear water services and recovering water resource from wastewater in urban and peri-urban areas.

The Eswatini Water Services Corporation now desires to rehabilitate the Nhlambeni wastewater treatment plant

### **2 Scope of Works**

The Contractor shall;

- a) Remove and replace two inlet isolation valves with new
- b) Replace roof glass of one digester
- c) Recondition piping gas work for both digesters
- d) Replace sludge holding tank stirrers
- e) Replace all metallic strictures inside the digester
- f) Supply and apply sealant or waterproofing to protect the concrete structures from harsh anaerobic environment.

***All metallic materials for fabrication shall be stainless steel grade 304L or better quality. Approval to be sought from the projects engineer for better quality.***

The Work shall be substantially complete within 150 calendar days from the commencement of Contract.

## **T6.2 STANDARD SPECIFICATIONS**

The following specifications shall apply for the construction and quality control of the Works but **shall not apply for measurement and payment of any portion of the**

**Works.**

(a) the relevant SABS specifications

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

(b) Various other specifications specified elsewhere by the Contractor and approved by the Engineer