



SUPPLY AND INSTALLATION OF CLEAR VU FENCE AT MATSAPHA ICD

REQUEST FOR TENDER NO.23/2025

28/02/2025
Eswatini Railways

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ABBREVIATIONS / ACRONYMS

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

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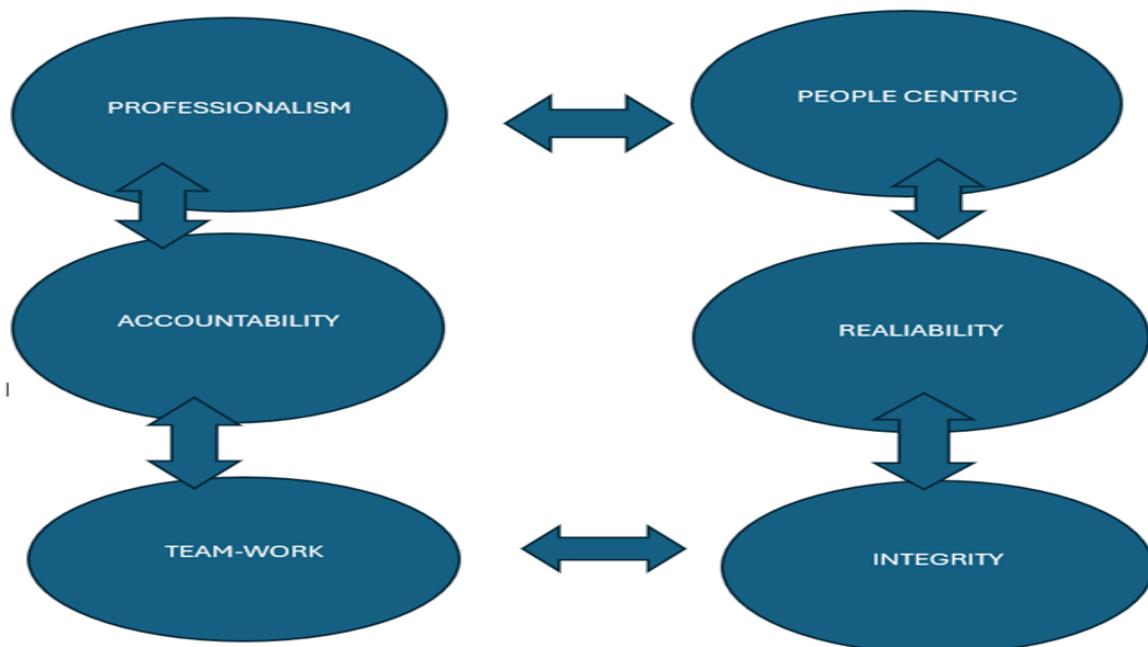


COMPANY BACKGROUND

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

ESR seeks to engage competent and suitable suppliers to supply and install clear vu fencing for the Matsapha ICD.

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.

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1. Background

1.1. Scope Description

ESR invites bids from national construction companies that have registered with the Construction Industry Council as **Fencing Works Specialists Works Contractors. The contractors should be CIC-registered in categories BSJ-5 to BSJ-6** and capable of carrying out approximately 1 kilometer of Clear-VU fencing work, as well as supplying and installing pedestrian and main gates. The scope includes fence construction, bushes clearing, ground and concrete work, as well as the supply and installation of Clear VU fencing with posts and gates, as specified in the Bill of Quantity. Contractors with expertise in fencing work and experience with public tendering are invited to participate. This is part of ESR's security improvements to the Matsapha ICD program. More information is specified in the bill of quantity and drawings.

1.2. Objectives

The objective of this project is to improve the safety of the Matsapha ICD, clearly define the property boundaries, and separate it from the Matsapha II station. This will improve both the effectiveness of ESR operations and the reliability of the Matsapha ICD Security. In summary, the objective of the project is to ensure that ESR achieves a sustainable infrastructure for ESR ICD while also ensuring the safety of goods.

1.3. Scope of Work

Eswatini Railways is looking for a suitable contractor who can supply and install 745m of Clear VU fence at Matsapha ICD 3.4 Part of the scope includes, but is not limited to, removing, and handing over the existing fence to ESR, clearing the perimeter fence along the site, and installing clear Vu fence as specified in the BOQ. The scope also includes the supply and installation of pedestrian gates, as well as the main gate; the rest of the work is detailed in the BOQ and attached drawings.

1.4 Proposal

Submission of comprehensive methods and processes to be used for the Project. This should highlight the following.

- ✓ Outline approach to be adopted when carrying out the task.
- ✓ Supervisory team comprising of Team leader/Contract Manager, Foreman and Site Agent. Key personnel should possess an engineering diploma from a reputable university and shall have a 5-years minimum industrial experience in fence works construction.
- ✓ Construction equipment including TLB, flatbed 4-ton truck and a 1-tonne bakkie to be able to move or facilitate the installation of the fences.

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- ✓ State and justify method/tool that will be used in the exercise (ensuring that the method is clear and replicable) – state areas where it has been successfully applied its limitation, etc.
- ✓ Highlight risks inherent to the exercise that might compromise the quality of the product and how they will be managed.
- ✓ Activities that will be undertaken and corresponding schedule to demonstrate how the allocated time will be utilized.
- ✓ Financial proposal should be in line with the attached bill of quantity.
- ✓ Bidder should share the project implementation, as a Gantt Chart or any Project Schedule. The project implementation plan should not be more than two months.
- ✓ Patent rights clause.
- ✓ Public Safety file
- ✓ Environmental Management file
- ✓ Third part insurances i.e. contractor all risk insurance

1.5 Quality Assurance Methodology

- A Civil works supervision team from ESR to do quality checks bi-weekly with a minimum of two site visitation in a month.
- Monitoring and evaluation of activities will be done routinely on weekly basis by the Civil Engineer.
- The contractor is expected to produce weekly progress reports.
- The completed project should be with no defects, shall satisfy code and standard requirements, and conforming to client's specifications for this project all works shall comply with the specified engineering standards specification. Therefore, the Contractors shall adhere to the prequalification procedures as set by the ESR through the specification and detailed construction drawings.
- All completed works is subjected to inspections, approvals, and certifications by the Civil Engineer. The Civil Engineer have a right to approve or reject material or works that doesn't meet the set quality standard.
- Inspection and test plans and certificates will be conducted jointly by the ESR Engineer and the Contractors. The Contractor is expected to submit a request for test and inspection to the Engineer's Office 48 hours prior to the actual inspection scheduled date.
- There will be a defect liability of not less than **180 days/ 6 months** post practical completion.

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1.6 Compulsory Site Inspection:

A mandatory site inspection is scheduled for **Friday, 14th March 2025, at 10:00 hours**. The meeting will take place at the Matsapha ICD Offices, from where we will proceed to the project site.

The route from Manzini to the location is MR 3, leading to an offramp at Mahhala adjacent to the breweries. Continue past the traffic light directly to Mtalatalane Street, proceeding past the post office and the CTA. The ICD will be located on your right, directly across from Eswatini Wire. When coming from Mbabane, use the off-ramp at the roundabout, exiting at the third exit. Continue straight until you reach the first set of traffic signals, where you will turn left. Proceed to the brewery traffic lights and then make a right onto Matalatalane Street.

1.7 Evaluation Criteria - Competencies and Expertise Required and Weight Allocation

DESCRIPTION	POINTS
A. Responsiveness of Tender (Yes/No)	
Required documentation to be submitted. <ol 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. Three Audited Financial Statements for the past three years from the date of submission of this Tender. ix. General receipt for purchase of tender document or proof of purchase of tender document. x. A E50, 000.00 Tender Bond. xi. Financial Proposal in A Separate and Sealed Envelope Marked "Financial Proposal" xii. Technical Proposal – To include detailed Item Specifications. xiii. Banking Details xiv. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company). xv. Valid ENPF Compliance Certificate. xvi. Valid Labour Compliance Certificate. 	Yes/No
B. Technical Capability and Availability of Resources	

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<p>(i) General Construction Experience of Contractor:</p> <ul style="list-style-type: none"> The Contractor must have successfully completed at least three (3) construction projects in the last five (5) years from date of submission, each with a value of at least E2, 000, 000.00 (two Million Emalangi Only). The Bidder must submit recent not older than three years copies of completion/final acceptance letters signed by the Employer's Representative. 	15
<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 (fencing works) implemented during the last three (3) years, with a value of at least E1,000,000.00 (One Million Emalangi Only). 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>	15
<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 (10 points) Site Agent (5 points) Foreman (5) Safety, Health, and Environment Officer (5 points) <p>CV's and Academic Certificates are to be attached as proof of qualification. The personnel mentioned in 1 and 2 above must have a minimum University Diploma/ Degree in Civil Engineering and over 10 years' experience as contract manager and site agent. Both Site agent and the Contracts Manager should have a fencing works background experience.</p> <p>No. 3 must have minimum of a diploma in civil engineering and over 10 years of industrial experience in civil engineering.</p> <p>No 4 must have a minimum of a Degree in Environmental Science/Health and must have at least an over five years industrial experience working as SHE or related field.</p>	10
<p>(iv) Contractor's Equipment:</p> <p>The Bidder must demonstrate that it owns or has the ability to hire the</p>	10

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<p>following key equipment and confirm its availability for the entire duration of the contract.</p> <ol style="list-style-type: none"> 1. 4-ton truck (5 points) 2. 1-ton bakkie (5) points 3. TLB (5) 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>	
<p>Financial Performance</p> <p>The bidding company must demonstrate its financial health. The submitted financial statements for the past three years will be evaluated. The financial statement evaluation should demonstrate that there are no risks that could jeopardize project completion.</p>	15
<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 four (4) consecutive calendar months.</p> <ul style="list-style-type: none"> • Programme of works indication a duration of not more than 4 months (3 points) • A critical milestone bar chart detailing activities on critical path (3 points) • Method statement (4 points) 	30
<p>A Swazi owning a minimum of 51% 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>	5
<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>	

1.8 Financial Criteria in Emalangeni

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

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

Where:

Ps - Points scored for bid under consideration.

1.9 Final Evaluation

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

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

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

1.10 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 **6th March 2025 from 09:00am and 15:30hours**. Documents are also downloadable at ESPPRA website, www.sppra.co.sz or ESR website at www.eswatinirail.co.sz

Payment should be made at the bank:

Banker: Eswatini Railways

Bank: Nedbank

Account Number: 20000002594

Branch Code: 360164

Submission of Bids shall close punctually at **11h00 on 2nd of April 2025** in the tender box located at the main entrance of the Eswatini Railways Head Office in Mbabane at Reception. The documents should be submitted in a plain sealed envelope clearly marked **“Tender No.23/2025 -Supply & Installation of ClearVU Fence at Matsapha ICD”** and must not bear any name or mark which would identify the Tenderer.

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2.0 INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.0 General

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

2.1 Compliance with Instructions

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

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 Errors

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

2.7 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

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business in the Kingdom of Eswatini shall furnish the security. No tender will be considered unless it is accompanied by an approved Tender Bond.

2.8 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.

2.9 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.

2.10 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 **17th of March 2025**. All responses shall be shared with the tenderers by the **21st of March 2025**.

2.11 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.

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2.12 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.

2.13 Language of Tender

All correspondence shall be in English.

2.14 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.

2.15 Tender Validity Period

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

2.16 Currency

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

2.17 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.

2.18 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.

2.19 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.

2.20 Tender Price Summary

2.21 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.

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- 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 E50,000.00 Tender Bond.
- xxvi. Financial Proposal in A Separate and Sealed Envelope Marked “Financial Proposal”
- xxvii. Technical Proposal – To include detailed Item Specifications.
- xxviii. Banking Details
- xxix. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).
- xxx. Valid ENPF Compliance Certificate.
- xxxi. Valid Labour Compliance Certificate.

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

2.22 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.

2.23 Contact Person at Eswatini Railways

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

2.24 Rejection of Tenders

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

2.25 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.

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2.26 Instructions as part of the Contract

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

2.27 Tender Withdrawal, modification, or substitution by tenderers

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

2.28 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.

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3.0 CONDITIONS OF CONTRACT

3.1 Definition

“Purchaser” is Eswatini Railways (ESR).

“Days” refer to calendar days.

3.2 General Conditions and Notices

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

3.3 Tenderer not to sublet the contract.

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

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

3.4 Variations

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

3.5 Payment Terms and Conditions

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

3.6 Exchange Rate

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

3.7 Breach of terms and conditions

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

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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.

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3.0 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. 23-2025 – Supply & Installation of ClearVU Fence at Matsapha ICD**

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 FIFTY THOUSAND EMALANGENI (E50, 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)

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5.0 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. 23-2025 – Supply & Installation of ClearVU Fence at Matsapha ICD

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: _____

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6.0 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. 23-2025 – Supply & Installation of ClearVU Fence at Matsapha ICD

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 :

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7.0 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. 23-2025 – Supply & Installation of ClearVU Fence at Matsapha ICD

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 :

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8.0 BILL OF QUANTITIES

Clear-Vu Fencing Specification

Panel Dimensions	Aperture Size (Centres)	Wire Diameter	Horizontal Bands	Flanges	Through Bolt System
3305mm x 2400mm	76.2mm x 12.7mm	3.5/3.5	4x50mm deep V	2×70°x75mm + 2×30° or 2×90°x50mm	Included

Clear-Vu Fencing Post Specifications:

Fence Panel Height	Post Length	Post Size	Locking Recess Mechanism	Polymer Cap	Post Finish
2.4m	3.0m	85mmx45mmx85mm taper post or 150mmx75mmx150mm taper post	Included	Included	Galvanized and coated with Alu

Clear-Vu Fencing Clamps Specifications:

Clamp Type	Dimensions	Material	Wall Thickness
Single Bolt Clamp Plate	50mm x 76mm	Hot Dipped or Black Steel	3.00mm to 5.00mm
Double Bolt Clamp Plate	50mm x 165mm	Hot Dipped or Black Steel	3.00mm to 5.00mm

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TENDER AMOUNTS SUMMARY	
SECTION A: PRELIMINARIES AND GENERAL ITEMS ITEM	-
SECTION B: BUSH CLEARING	-
SECTION C: SUPPLY AND INSTALLATION	-
SECTION D: SUPPLY AND INSTALLATION OF GATES	-
SECTION E: DISMANTLING OF THE EXISTING FENCE PROVISSIONAL SUM	-
Sub Total - A	-
Add 10% Contingencies	-
Sub Total - B	-
Add 1% CIC Levy	-
Sub Total - C	-
Add 15% VAT	-
Tender Amount	-

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SECTION A: PRELIMINARIES AND GENERAL ITEMS			Measurement	UNIT	QTY	RATE	AMOUNT (SZL)
A	Payment SANS 1200A	Item Description Preliminary & General Schedule fixed charge and value related items					
A1	PSA8.3.1	Fixed preliminary and general charges		Sum	1.00		-
A2	PSA8.3.2	Value-related preliminary and general charges					-
A3	PSA8.4.1	Scheduled time-related items: Time-related preliminary and general charges		Sum	2.00		-
Total carried forward to summary							-
SECTION B : BUSH CLEARING							

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ITEM NO	PAYMENT REFERS	DISCRIPTION	UNIT	QTY	RATE	AMOUNT SZL
B		SECTION B: Bush Clearing				
B1		Removal of Trees	m	1,160.00		-
B2		Grounds Work Concrete Works	m3	58.00		-
B3		Concrete Works	m3	116.00		-
B4		Installation Cost				
		Panels	item	226.00		-
		Posts	item	258.00		-
		Spikes	item	515.00		-
Total carried forward to summary						-
SECTION C: SUPPLY AND INSTALLATION						

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CV 1	Clear VU Installation					
	Panels:					
	Panel Width	3,305m	item	226.00		-
	Height	2,4m				
	Wire Diameter	3,5mm				
CV 2	Posts:					
	Height	3m	item	258.00		-
CV 3	Shark Tooth Spikes:					
	Length	100mm* 1,65	item	515.00		-
Total carried forward to summary						-
SECTION D: SUPPLY AND INSTALLATION OF GATES						

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ID	Payment	Item Description	Measurement	UNIT	QTY	RATE	AMOUNT (SZL)
D1		Clear VU Gate Supply and Installation Main Gates		No.	2.00		-
		Height	2,4m				
		Width	6m				
D2		Clear VU Gate Supply and Installation Pedestrian gates		No	6.00		-
		Height	2,4m				
		Width	1.2m				
Total carried forward to summary							-

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SECTION E: DISMANTLING OF THE EXISTING FENCE & PROVISIONAL SUM							
ID	Payment	Item Description	Measurement	UNIT	QTY	RATE	AMOUNT (SZL)
E 1		Dismantling of the existing Fence Remove the pedestrian gates and the train gates		Lump/sum	1.00		-
E2		Fence to be removed and handed over to ESR		Lump/Sum	1.00		-
E3		Provisional Sum to cater for Subsoil drainage		item	1.00		35000-00
Total carried forward to summary							-

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