



SUPPLY OF A LOCOMOTIVE

REQUEST FOR TENDER NO.02-2023/4

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15/12/2023

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ABBREVIATIONS / ACRONYMS

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

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1.0 COMPANY BACKGROUND

1.1 Introduction

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

ESR seeks to engage competent and suitable **manufacturer** to supplier a locomotive.

1.2 ESR Values



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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1.3 Background

ESR seeks to engage competent and suitable suppliers to supply a high tractive power locomotive that will operate within the axle load limit of 18.5 tons/axle whilst hauling a gross tonnage load of 2700 tons on a track gradient of 1:80. The locomotive must be highly fuel efficient and be adaptable to alternative fuel sources such as hydrogen or upgradable to alternative electricity generation mechanisms such as hydrogen fuel cells.

1.4 Technical Specification

1.4.1 General Data

Weight Range	Not Exceeding 120 tons
Wheel Arrangement	AAR "Co-Co", all six axles powered
Track Gauge	1,067 mm (42 inches)
Length between front and rear coupler pulling faces	Not Exceeding - 21,000 mm
Width over handrail	Not exceeding 2,941 mm
Height, top of rail to Operator's roof	Not exceeding 3,99 mm with new wheels and full services.
Height, top of rail to coupler centerline	Within 880-895 mm with new wheels and full services
Notch 8 horsepower	Not Less than 3300 Gross Horsepower
Maximum speed (fully worn wheels)	78 km/hr (62.1 MPH)
Continuous Tractive Effort*	Not less than 356 kN, AC Tractive Effort
Starting Tractive Effort*	Not Less than 445 kN, AC Tractive Effort
Peak Braking Effort*	Not Less than 176 kN
Ground Clearance, all service conditions	Approximately 80 mm
Maximum number of units in consist	Three
Fuel Capacity	5000 - 8,400 liters
Curve Negotiation	
Single Unit	85 m (279 ft.) radius)
Coupled pair	85 m (279 ft.) radius)
Steepest Gradient	1:80
Gross Tonnage to Haul	2700 tons
Friction Enhancer Type	Sand
Horn	Qty 2
Transmission Type	Electric, AC/AC
Alternator	A/C Type
Traction Motors	A/C Induction
Brake System	Electronic Air Brake functionally equivalent to 26L with immediate PCS knockdown in motoring
Brake Modes	Vacuum and Air Brake, Compressor- Exhauster Driven
Batteries	Lead Acid/Ni-Cd
Driver's Cab	Fitted with AAR control console, operators display units, air conditioned (heating/cooling), sun visors and stone guards on windows, an auxiliary convenience inverter – 220 V-AC.
Incidents / Safety Systems	Equipped with Speed Indicators, air gauges, vigilance

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Fuel Efficiency and alternative fuel compatibility	Fitted with Auto Engine Start/ Stop, Fuel Efficiency measures/controls, and adaptable/ to suite alternative fuel (such as hydrogen, etc).
--	---

1.4.2 Tenderer Specific Data

The Tenderer shall complete sections 1.4.2.1 to 1.4.2.12

1.4.2.1 Engine

Model	
Type	
Valves	
Bore and Stroke	
Compression Ratio	
Turbo charger	
Gross Horsepower	
Maximum Engine Speed	
Minimum Engine Speed	
Exhaust	
Cranking	
Fuel Injection	
Fuel Type	

1.4.2.2 Engine Support

Intake Air Filtration Stages	
1 st Stage	
2 nd Stage	
3 rd Stage	
Radiator	
Radiator Fan and Drive assembly	
Model	
Type	
Drive	
Control	
Lubrication	
Coolant	

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Fuel Supply	
Fuel Fills	
Waste Storage	

1.4.2.3 Drive Train

Transmission Type	
Alternator	
Drive	
Control	
Rectifier	
Type	
Inverter (AC configuration only)	
Type (AC configuration only)	
Traction Motors (6)	
Model	
Suspension	
Gearing	
Type	
Lubricating Oil	

1.4.2.4 Ventilating Equipment

Alternator & Inverter Ventilation	
Filtration	
1 st Stage	
2 nd Stage	
Blower model	
Type	
Drive	
Control	
Traction Motor Ventilation	
Filtration	
1 st Stage	
2 nd Stage	
Traction Motor Blower model	
Type	
Drive	
Control	
Electrical Compartment Ventilation	
Filtration	
1 st Stage	

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2 nd Stage	
3 rd Stage	
Equipment Blower model	
Type	
Drive	
Control	

1.4.2.5 Air Equipment

Compressor	
Type	
After cooler	
Drive type	
Control	
Displacement	
Intake Air Filter	
Main Reservoir Capacity	
Moisture removal	
MR drain valves	
Air Dryer	

1.4.2.6 Braking

Pneumatic	
Schedule	
Automatic Brake Valve	
Independent Brake Valve	
Parking Brake	
Rigging	
Type	
Number of Shoes	
Material	
Slack Adjusters	
Dynamic	
Type	
Functionality	
Cooling Fans	
Type	
Drive	
Control	

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1.4.2.7 Bogies

Model	
Type	
Suspension	
Primary	
Secondary	
Stabilization	
Wheels	
Axles	
Journal Bearings	

1.4.2.8 Superstructure

Layout	
Collision Protection, Main Cab	
Anti-climber	
Walkways	
Couplers	
Draft Gear	
Pilot	

1.4.2.9 Accommodations

Seating	
Foot Rest	
Control Console	
Engineer	
Helper	
Toilet	
Refrigerator	
Lighting	
Heating	
Air conditioning (cooling)	
Overhead cab fans	
Sun Visors	

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Windshield	
Side Windows	
Rear Window	
Wind Deflector/Rear View Mirrors	
Awnings	
MU Receptacle	
Dummy Receptacles	

1.4.2.10 Battery System

Battery	
Type	
Charging	
Platform Charging receptacle	

1.4.2.11 Instrumentation

Speed Indicator	
Load Indicator	
Air Gages	

1.4.2.12 Appurtenances

Cab Signal	
Distributed Power	
Data Logging	
Event Recorder	
Download	
Incident Log	
Download	
Head Lights	
Ditch Lights	
Marker Lights	
Vigilance Control	
Slow Speed Control	
Locked Axle	

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Traction Motor Cutout	
Motor Thermal Protection (MTP)	
Ground Detection	
Radio Interface	
Fire Extinguishers	
Auxiliary External Lighting	
External Lighting	
Ground Light	
Coupler Light	
Head of Train Receiver	
Fuel Monitoring	
Self Load	
Self-Test	
Instructive Labels and Decals	
Operator Displays	
Dual Language	
Auto Engine Start Stop	
Auxiliary Convenience Inverter	

1.4.3 Signals and Telecommunications

- 1.4.3.1 Train Radio: a 32 Channel, 25 Watts Ultra High Frequency (UHF) Mobile Radio on the 450-470 MHz Range. (Tait Radio is preferred as it has both Data and Voice Radio to send GPS Signals, Data and Voice Signals on a Triton Aerial that has to be installed on top of the Locomotive that also enable communication with Cab Units and the Rear Unit Telemeters).
- 1.4.3.2 PTS104 Cab Unit Fixed Telemeters from EMS Industries
- 1.4.3.3 NCOMPASS (Or Compatible) Tracking System from NRE that provides WAN, GSM and Satellite Communications for SMS and email notifications in the event of faults and even provide for the NALYSIS downloads in the event of Incident and Accident Investigations. This system operates together with the NFORCE Locomotive Control System. This system should web based to enable online access.

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1.4.3.4 Transcore Radio Frequency Identification (RFID) AT5118 Harsh Environment AAR Approved 915MHz (902- 928 MHZ) beam powered (does not require an internal battery) Tags. 1088 Bit Data Storage.

1.4.4 Documentation

Tenderer to supply all technical documentation relating to operating and maintenance of the locomotive including but not limited to

- Critical Spare list
- Spare list
- Locomotive schematics
- Maintenance manual with schematics
- Design load tables

1.5 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, Copy of Certificate of Incorporation. ii. Certified copy of Valid Trading License. iii. Original/Valid Tax Compliance Certificate. iv. Certified copy of VAT Registration Certificate. v. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms. vi. Police Clearance or Affidavit of Non-Conviction for Company Directors. vii. Audited Financial Statements for the last two financial years. viii. General receipt for purchase of tender document or proof of purchase of tender document. ix. A Tender Bond duly signed, x. Financial Proposal in A Separate and Sealed Envelope Marked “Financial Proposal” xi. Technical Proposal – To include detailed Item Specifications. xii. Banking Details xiii. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company). 	Yes/No
B. Technical Capability and Availability of Resources (70)	
✓ Quality of the product i.e., extent to which it meets product specification / conformity to specifications without material deviation or reservation.	30

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<ul style="list-style-type: none"> ✓ Must have undertaken three (3) similar sized projects (Reference letters from three clients) for similar task completed within the last three years. ✓ Three (3) copies of purchase orders from previous supply. <p>NB: ESR reserves the right to contact any of the references listed.</p>	15
<ul style="list-style-type: none"> ✓ Relevant experience / Industry experience of the manufacturer as a firm relevant to the assignment (not less than 5 years). 	15
<ul style="list-style-type: none"> ✓ Adequacy approach and work plan for the manufacture of the locomotive and delivery timelines. 	20
<ul style="list-style-type: none"> ✓ Provide after-sale service support and a clear Maintenance Plan of the Locomotive - Delivery timelines 	20
<p>NB: A proposal with a score less than 70% (minimum technical qualifying mark) of the total points allocated above shall be disqualified and eliminated from further evaluation.</p>	

1.6 Financial Evaluation (30)

This RFT is for a fixed price and price escalation at any stage after the submission of the proposal will not be allowed.

The proposer must provide a detailed cost breakdown of all costs: recurrent costs and associated costs; no hidden costs and it shall be priced in Emalangeni.

Submit all the above in a sealed envelope clearly marked:

Financial Proposal

TENDER #.02-2024 – SUPPLY OF A LOCOMOTIVE

The lowest evaluated financial proposal will be given the maximum financial score of 100 points. The financial scores of other financial proposals will be computed as follows:

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

Where:

Ps - Points scored for bid under consideration.

The 70% for technical score and 30% for financial will contribute to the final score.

The bidder achieving the highest combined technical and financial score will be selected as the best selected bidder.

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ESR reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all proposers.

1.7 Collection and Submission of Tender Documents

The RFP documents are obtainable at a non-refundable fee of E1 500.00 at Eswatini Railways Head Office, Accounts Section from **18th of December 2023 to 31st of January 2024** between 09:00am and 15:30hours. Documents are also downloadable at ESPPRA website, www.sppra.co.sz or ESR website at www.eswatinirail.co.sz

Payment should be made at the bank:

Banker: Eswatini Railways

Bank: Nedbank

Account Number: 20000002594

Branch Code: 360164

The RFP shall close punctually at **10h30** on **31st of January 2024** 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.02-2024 – Supply Of A Locomotive**" and must not bear any name or mark, which would identify the Tenderer.

2.0 INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.1 General

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

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2.2 Compliance with Instructions

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

2.3 Completion of tender Documents

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

2.4 Summary Prices/ Price list

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

2.5 Authority of tender

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

2.6 Alterations and Modifications

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

2.7 Errors

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

2.8 Tender Bond

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

2.9 Qualified Tenders

- a) A tender will be considered fully responsive if it contains no conditions and / or qualifications.
- b) Tenderers who choose to include conditions and / or qualifications must also include an assessment of the implications such conditions and/or qualifications may or will have in terms of quality of service/product(s), time constraints and cost. A failure to comply with this requirement shall result in the tender being rejected.

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- c) Tenderers shall be notified in writing of any condition and / or qualification that is unacceptable to the ESR. The Tenderer shall be afforded an opportunity to withdraw such condition and / or qualification if it has no material bearing on the terms and conditions of this instruction document.

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

2.10 Release of Tender Bond

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

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

2.11 Issuing of Additional Documents

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

Should any Tenderer have any queries about the tender, he should refer them in writing to tenders@esr.co.sz not later than the **15th of January 2024**. All responses shall be shared with the tenderers by the **19th of January 2024**.

2.12 Incomplete Tenders

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

2.13 Services Required.

The Eswatini Railways considers quality of service very important as poor-quality service has a lot of hidden operational costs which are costing the Railway a lot of money. Failure to adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in ESR tenders.

2.14 Language of Tender

All correspondence shall be in English.

2.15 Laws of Eswatini

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

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2.16 Tender Validity Period

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

2.17 Currency

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

2.18 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders, the ESR is not bound to accept the lowest priced or any tender.

2.19 Expenses of Tender

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

2.20 Tender Price Summary

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

2.21 Submission of Tender

The Tenderer must return tender document consisting of:

- i. Company Profile, Form J or equivalent for foreign registered companies, Copy of Certificate of Incorporation.
- ii. Certified copy of Valid Trading License.
- iii. Original/Valid Tax Compliance Certificate.
- iv. Certified copy of VAT Registration Certificate.
- v. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms.
- vi. Police Clearance or Affidavit of Non-Conviction for Company Directors.
- vii. Audited Financial Statements for the last two financial years.
- viii. General receipt for purchase of tender document or proof of purchase of tender document.
- ix. A Tender Bond duly signed,
- x. Financial Proposal in A Separate and Sealed Envelope Marked "Financial Proposal"
- xi. Technical Proposal – To include detailed Item Specifications.
- xii. Banking Details
- xiii. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).

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. RFT opening will be done publicly immediately after closing.

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2.22 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

2.23 Rejection of Tenders

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

2.24 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 and published to the ESPPRA website at least 10 working days before the contract award.

2.25 Instructions as part of the Contract

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

2.26 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.

2.27 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.

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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

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

3.3 Tenderer not to sublet the contract.

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

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

3.4 Variations

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

3.5 Payment Terms and Conditions

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

3.6 Exchange Rate

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

3.7 Breach of terms and conditions

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

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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.

4.0 FORM FOR TENDER BOND

WHEREAS Messrs

of

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(Name and address of Tenderer)

Hereinafter referred to as the “Tenderer” has on (Date)

Submitted his Tender/RFP for “**Tender No.02-2024 – Supply Of A Locomotive**”

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of forty-five (45) calendar days beyond the validity of the tender. 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 EMALANGENI NINE HUNDRED AND SIXTY THOUSAND (E960,000.00).

PROVIDED THAT

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

This Tender Bond shall remain valid in the first instance until

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

.....
(Authorised Signature) (Date)

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

.....
(Position of Signatory)

5.0 - 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.02-2024 – Supply Of A Locomotive

We, hereby declare that:

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

Authorized (Full Name): _____

Signature: _____ Date: _____

6.0 - TECHNICAL BID SUBMISSION FORM

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

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[Name of Bidder, Address, and Date]

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

Dear Sir,

RE: Tender No.02-2024 – Supply Of A Locomotive

I, the undersigned declare that:

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

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

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

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

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

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____

7.0 - FINANCIAL PROPOSAL SUBMISSION FORM

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

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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.02-2024 – Supply Of A Locomotive

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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