



# PROVISION OF ON TRACK MACHINES FOR RAILWAY LINE MAINTENANCE

**RFP: TENDER NO.22-2025**

**OPEN TENDER**

05/02/2025  
Eswatini Railways

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## ABBREVIATIONS / ACRONYMS

ESR – Eswatini Railways  
PO – Purchase Order  
GST – General Sales Tax  
VAT – Value Added Tax  
OTM – On Track Machines

## 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

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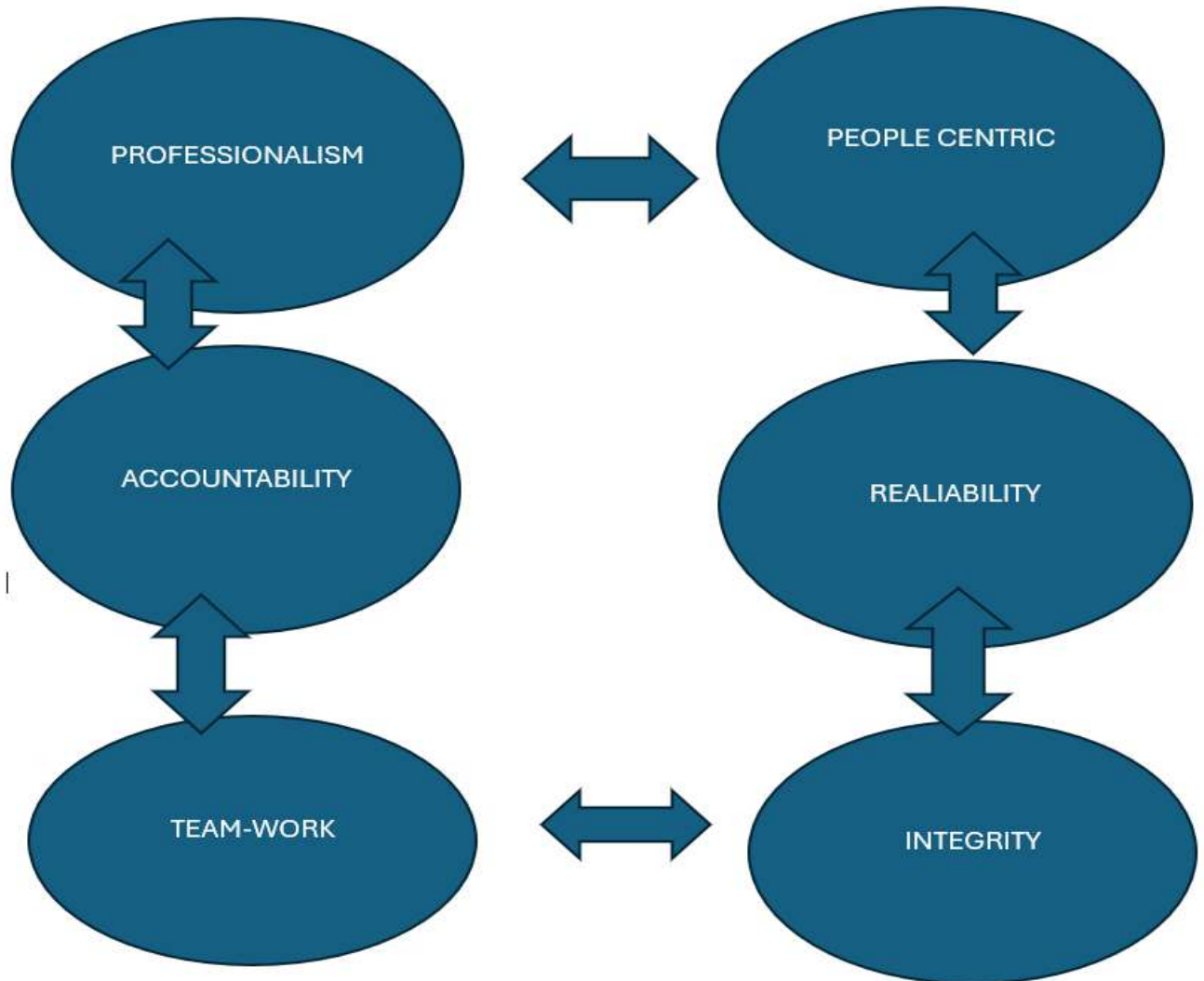
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trade with overseas markets. This railway owns and maintains the infrastructure, rolling stock and operates a 301km rail network.

ESR seeks to engage competent and suitable entities to supply railway line maintenance with On Track Machines (OTM).

**ESR Values are:**



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

## 1.0 Background & Scope of Works

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Proper and comprehensive maintenance of the rail infrastructure network on an on-going basis is an essential requirement falling within ESR's responsibility. This in turn requires ESR to secure a stable and effective service provider base for among other things, required on track maintenance machine and associated services to its infrastructure maintenance countrywide ("On Track Maintenance Machine" as more fully described below and in the Service Information of the various On Track Machine Maintenance service categories).

ESR's objectives sought from this Request for Proposals ("RFP") are the following:

- Security of supply of the required service by contracting with multiple service providers or a single service provider in the various OTM maintenance service categories.
- Improved operational efficiencies by utilising modern-day leading-edge technologies in the execution of the maintenance of the rail network.
- Reduced cost of services over the 5-year contracting period.
- Supplier and enterprise development commitments.
- Achieving appropriate rail network reliability, availability, affordability and safety that meets end user needs while reducing costs; and
- Having reliable personnel available in respect of each successful Tenderer for service enquiries, recommendations and substitutions for the category of On Track Maintenance concerned.

Tenderers must in preparing their tender factor in these broad objectives in addition to complying with the specific requirements set out in this RFP

The work includes the following:

- The tamping machine must be capable to tamp 50km in 10 days.
- Lifting, lining and tamping of the track to be done, utilising a heavy ballast-tamping machine with stabilizer.
- The heavy ballast-tamping machine must provide the required track geometry and durability as per Track Geometry Measurements.

## 1.1 Scope of Requirements

### Tamping and Aligning

- Tamping of ballast shall be done with on-track machine(s) that:
  - The machine shall be able to tamp and stabilise plain track and restricted track. Signalling and electrical equipment such as axle counters and connecting rods will not be removed. Bonds and cables will not be removed unless connections are bolted to the rail. Bolted connections shall be replaced by the Contractor after the tamping operation.
  - The Contractor shall specify and state in his submission the optimum tamping process (application of: hydraulic pressure range, tine vibration frequency, squeeze time, tine amplitude, tine size and tamping depth below the sleeper), that will ensure long-term durability of track geometry.
  - Can lift the track a maximum of 100mm (50mm in sets) per pass and of slewing the track up to 50mm (25mm in sets) per pass, while automatically aligning the track in one continuous action. No lift shall exceed 100mm.



- The machine shall be capable of tamping between 230mm and 440mm below rail level with the top of the tines adjusted to be 10mm below the underside of the sleeper.
- Tamps with a frequency of vibration of 35 to 60 Hz, amplitude of 10mm on the tamping tools and squeezing time within a range of 0.8 to 1.0 seconds.
- The tamping assembly for one sleeper shall consist of at least 16 tines for open track and 8 tines for in turnouts. Individual control of the tamping assembly for each rail must be possible.
- The machine shall lift the track, tamp the ballast under the sleeper(s) and align the track to an automatically determined line and level, in one continuous action.
- The tamping cycle shall be automatic. Once initiated by the operator, the closing and extraction of the tines and synchronisation thereof with the track lifting and levelling operations shall follow automatically. By-pass switches to engage manual operation will not be permitted
- Each tamping tine's tip size (frontal surface area) shall not be less than 7000 mm<sup>2</sup> when using 16 tines/sleeper or 9000 mm<sup>2</sup> when using 8 tines/sleeper. Measurement shall be performed by the Technical Officer's deputy by tracing the tine on graph paper and determining the area.
- The machine shall have automatic lifting and lining systems for use on all track and in addition shall have "design" lifting and lining instruments for use on tangent track. The Contractor shall move, position and align the instruments to beacons provided by ESR.
- The non-availability of either the design lining or lifting system will render the machine non-available. The design lifting and lining instruments shall be repositioned during Ts (Standing time caused by ESR)
- Tenderers shall quantify under what conditions alignment equipment cannot function accurately (e.g. Laser in misty conditions)
- The machine shall be capable of maintaining the travelling speeds as required in the schedule of machines.
- The Contractor shall measure and evaluate curves and turnouts to be tamped, to help him restoring the track to the initial design standard or to a new design decided upon by the Technical Officer. Curve beacons, indicating beginning and end of circular and transition curves, shall be replaced and fixed by ESR according to the latest design.
- Can obtain the track standards and tolerances laid down in clause 4 hereof.
- Care shall be taken that no damage to sleepers or sleeper fastenings occurs during tamping.
- The first tamp behind the screener shall always be done with a zero lift, except when the layer of ballast under the sleeper is less than 80mm.
- The Contractor shall not lift the track if such action will reduce the distance from the ends of the sleepers to the shoulder of the ballast to less than 150mm. The lift must be done after ballast has been distributed.

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Eswatini Railways seeks to appoint a supplier(s) for the supply of Railway Line Maintenance with On Track Machines for a period of 5 years for an “as and when” basis. The machines that may be required include among others Screener Package (Screening machine, Ballast Regulator, Tamping Machine), Tamping machines, Ballast Regulating Machines, etc.

## 1.2 Deliverables

The assignment entails the provision of On Track Machine for tamping the railway line in Eswatini.

## 1.3 Duration of the Assignment

The provision of OTM for maintaining the Eswatini Rail network will be for a period of 5 years. The OTM requirements may change from year to year together with the quantities.

RAIL-SEAT SLOPE 1:20

## 1.4 Services Required

Having regard to the infrastructure requirements, multiple categories of On-Track Machine Maintenance services are required on a national level. The requirement for each category of service will vary over a 5-year period and the successful Tenderer shall be required to supply, operate and maintain the machinery required to execute the awarded category or categories of services for each year.

## 1.5 Evaluation Criteria - Competencies and Expertise Required and Weight Allocation

DESCRIPTION	POINTS
A. Responsiveness of Tender (Yes / No)	

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<p>Required documentation to be submitted.</p> <ol style="list-style-type: none"> <li>i. Company Profile, Form J or equivalent for foreign registered companies, Copy of Certificate of Incorporation.</li> <li>ii. Certified copy of Valid Trading License.</li> <li>iii. Original/Valid Tax Compliance Certificate.</li> <li>iv. Certified copy of VAT Registration Certificate.</li> <li>v. Declaration of Eligibility; Technical Bid Form; and Financial Proposal Submission Forms.</li> <li>vi. Police Clearance or Affidavit of Non-Conviction for Company Directors.</li> <li>vii. Audited Financial Statements for the last financial year.</li> <li>viii. General receipt for purchase of tender document or proof of purchase of tender document.</li> <li>ix. A Tender Bond duly signed,</li> <li>x. Financial Proposal in A Separate and Sealed Envelope Marked "Financial Proposal"</li> <li>xi. Technical Proposal – To include detailed Item Specifications.</li> <li>xii. Banking Details – Cancelled Cheque</li> <li>xiii. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).</li> <li>xiv. Certified copy of ENPF Certificate.</li> <li>xv. Certified copy of Labour Compliance Certificate.</li> </ol>	
<p><b>B. Technical Capability and Availability of Resources (60)</b></p>	
<p><b>1. Responsiveness of Tender</b></p> <ul style="list-style-type: none"> <li>• all required documentation and information have been submitted;</li> <li>• all the tender documents have been appropriately signed and authorised;</li> <li>• the document has been submitted in the correct format; and</li> </ul> <p>The correct number of legible copies has been submitted.</p>	10
<p><b>2. Resources and Capability</b></p> <ul style="list-style-type: none"> <li>• Reputation/brand/size of Tenderer.</li> <li>• Quality of the product / service i.e., extent to which it meets product specification / conformity to specifications without material deviation or reservation.</li> <li>• Program of works with timeframes.</li> <li>• Methodology and approach illustrating how the work will be executed.</li> <li>• Project specific Health &amp; Safety plan</li> <li>• Financial stability. (Audited Financial Statements for the past 2 years and Bank letter / Confirmation of financial assistance).</li> <li>• Trade references (3)</li> </ul>	30

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**Minimum required equipment to undertake the project leased or owned**





<p><b>3. Technical Capability</b></p> <ul style="list-style-type: none"> <li>• Quality of the product/service, i.e., extent to which it meets tender specification or scope.</li> <li>• Listing of any other value adds that may accrue to Eswatini Railways from the partnership.</li> <li>• Understanding of the terms of reference and methodology.</li> <li>• A list of relevant/similar projects completed within the last 3 years, complete with date, description, Project cost.</li> <li>• Proof of relevant experience by providing three reference letters for supplying similar products within the last three years, with contact persons and contact numbers.</li> </ul> <p><b>NB:</b> ESR reserves the right to contact any of the references listed.</p>	20
<p><b>4. Risk Assessment</b></p> <ul style="list-style-type: none"> <li>• All risk factors which may be prejudicial to Eswatini Railways and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects.</li> <li>• Size of the tender in relation to the size of the company in order to determine the ability to complete the tendered works.</li> <li>• Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor's directors and senior management.</li> <li>• Compliance with the law; (e.g., workmen's compensation etc.)</li> <li>• Circumstances which may expose Eswatini Railways and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc.</li> </ul>	10
<p><b>5. Swazi Business Promotion</b></p> <ul style="list-style-type: none"> <li>• Degree to which ownership of business vests with Swazi citizen.</li> <li>• Degree to which business is managed by Swazi citizen.</li> <li>• Extent to which the Tenderer will: <ul style="list-style-type: none"> <li>– Encourage more Swazi citizens to be involved in business.</li> <li>– Encourage the impartation of technical and business skills to Swazi citizens.</li> <li>– Improve levels of Swazi citizens participation in Eswatini Railways business.</li> </ul> </li> </ul> <p>Promote opportunities for employment of Swazi citizens;</p>	10
<p><b>NB:</b> 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>	

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### 1.5 Financial Evaluation (20)

- The pricing must be comprehensive and clearly showing all taxes to be charged, total price, other related charges, and payment terms.
- Please provide a separate detailed financial proposal for each machine
- The following evaluation formulae shall be used in the allocation of the price score:

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

Where:

Ps - Points scored for bid under consideration.

The 80% for technical score and 20% 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. 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.

### 1.6 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 **12 March** to **7 April 2025** between 09:00am and 15:30hours. Documents are also downloadable at ESPPRA website, [www.sppra.co.sz](http://www.sppra.co.sz) or ESR website at [www.eswatinirail.co.sz](http://www.eswatinirail.co.sz)

The RFT shall close punctually at **11h00** on **8<sup>th</sup> 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.22-2025 – Provision of on Track Machines for Railway Line Maintenance**” and must not bear any name or mark, which would identify the Tenderer.

The documents should be submitted as per the instructions in the Bid Documents.

Payment for the tender should be made at the bank:

**Banker: Eswatini Railways**

**Bank: Nedbank**

**Account Number: 20000002594**

**Branch Code: 360164**

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## 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.**

### 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

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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 tender will be considered fully responsive if it contains no conditions and / or qualifications.

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.

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

**Disclaimer** For the unsuccessful tenderers, the Tender Bond will be released as soon as the tender has been awarded. This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representation or warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



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](mailto:tenders@esr.co.sz) not later than the **24<sup>th</sup> of March 2025**. All responses shall be shared with the tenderers by the **28<sup>th</sup> of March 2025**.

### 2.12 Incomplete Tenders

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

### 2.13 Services Required.

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

### 2.14 Language of Tender

All correspondence shall be in English.

### 2.15 Laws of Eswatini

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

### 2.16 Tender Validity Period

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

### 2.17 Currency

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

### 2.18 Evaluation of Tenders

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

### 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

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

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## 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 financial year.
- 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 – Cancelled Cheque
- xiii. A Power of Attorney (Letter confirming name(s) of person(s) authorized to sign on behalf of the company).
- xiv. Certified copy of ENPF Certificate.
- xv. Certified copy of 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. RFP opening will not be opened publicly.

## 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](mailto: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.

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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

**Disclaimer** within 30 days for the date of receipt of statement.

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### **3.6 Exchange Rate**

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

### **3.7 Breach of terms and conditions**

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

### **3.8 Termination by ESR**

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

### **3.9 Resolution of Dispute**

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

### **3.10 Mediation or arbitration**

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

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

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

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#### 4.0 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.22-2025 – Provision of on Track Machines for Railway Line Maintenance** AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of forty-five (45) 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 EMALANGENI TWENTY THOUSAND (E20, 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.

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(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.22-2025 – Provision of on Track Machines for Railway Line Maintenance.**

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): \_\_\_\_\_

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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.22-2025 – Provision of on Track Machines for Railway Line Maintenance.**

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 based on 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

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Title of Signatory : \_\_\_\_\_

## 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.22-2025 – Provision of on Track Machines for Railway Line Maintenance.**

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,

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Authorized Signature



Full Name : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

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