



Efficiency Re-defined

The Kingdom of Eswatini

Request for Proposal (RFP) Document for Procurement of Consultancy Services To conduct a Feasibility Study for the Sugar Spurs Project

Procurement Method:	Open Tender
Subject of Procurement:	Sugar Spurs Project (SSP) Feasibility Study
Procurement Reference Number:	Tender #.07-2026
Date of Issue:	26 June 2025
Participation [<i>International or National</i>]:	<i>International</i>

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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.



PREFACE

This Tender Document has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Consultancy Services.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices”.

This Request for Proposals (RFP) shall be used to procure Consultancy Services above E500,000.

The sale of this tender document to potential consultant(s) is discouraged.

Those wishing to submit comments or questions on this Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
ESWATINI
<https://esppra.co.sz>
info@esppra.co.sz

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPRA 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 ESPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur.

Standard Tender Document for Consultancy Services



Standard Request for Proposals Document

Table of Contents

Section 1. Instructions to Consultants	3
Section 2. Proposal Data Sheet	25
Section 3. Evaluation Methodology and Criteria	28
Section 4. Proposal Forms	37
Section 5. Eligible Countries	61
Section 6. Statement of Requirements	62
Section 7. General Conditions of Contract	102
Section 8. Special Conditions of Contract	103
Section 9. Contract Forms	106

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 systems which may result from using this tender document.

RFP for Consultancy Services following publication of a Notice of Expression of Interest





Efficiency Re-defined

Standard Invitation to Consultants

(Without Expression of Interest)

26 June 2025

Invitation to tender for Consultancy Services to conduct a Feasibility Study for the Sugar Spurs Project- Tender #.07-2026

1. The Eswatini Railways has allocated funds to be used for the acquisition Consultancy Services to conduct a feasibility study for the Sugar Spurs project.
2. The Entity invites your sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the Government of Eswatini's Public Procurement Act and Regulations 2020 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information and inspect the proposal documents at the address given below at 8(a) from 08h00 to 17h00. Tender documents in English may be purchased by interested consultant(s) from the address below at 8(a) upon payment of a non-refundable fee of E1 500.00. The method of payment will be through a bank deposit to: **Eswatini Railways, Bank: Nedbank, Account Number: 20000002594, Branch Code: 360164** with effect from 26 June 2025.
5. Proposals must be delivered to the address below at 8(c) at or before *24 July 2025*. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the Eswatini Railways Boardroom on 24th July 2025 at 10hr30
7. There shall be no pre – proposal meeting/site visit.
8. Address and contact details:

(a)	Information about the proposal shall be accessed from:	www.esppra.co.sz
(b)	Documents will be issued from:	In the tender box located at the main entrance of the Eswatini Railways Head Office in Mbabane at Reception
(c)	Bids must be delivered to:	Eswatini Railways Head Office Dzeliwe Street Mbabane, Eswatini

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, or data 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.



Standard Invitation to Consultants

(d)	Address of bid opening:	Eswatini Railways Head Office Dzeliwe Street Mbabane, Eswatini
-----	-------------------------	--

10. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Issue of invitation to tender letter	26 June 2025
b. Pre-proposal meeting/ Site visit (where applicable)	N/A
c. Proposal closing date	24 July 2025, at 10h30
d. Evaluation process	Evaluation of Technical proposals: 30 July 2025 Evaluation of Financial proposals: 13 August 2025
e. Notification and publication of Notice of Intention to Award	27 August 2025
f. Contract Award	12 September 2025

Signature:

Name: Nixon Dlamini

Position of Authorised Official: Chief Executive Officer.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to any viruses, worms, time-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.

RFP for Consultancy Services



PART 1 – Proposal Procedures

Section 1: Instructions to Consultants

Table of Contents

A.	General	5
1.	Scope of Proposal	5
2.	Source of Funds	5
3.	Corrupt Practices	6
4.	Eligible Consultants	7
5.	Conflict of Interest	8
B.	Request for Proposals Document	9
6.	Contents of Request for Proposals Document	9
7.	Clarification of Request for Proposals Document	9
8.	Amendment of Request for Proposals Document	10
C.	Preparation of Proposals	10
9.	Cost of Proposals	10
10.	Language of Proposal and Communications	10
11.	Preparation of Proposals	10
12.	Joint Ventures, Associations and Sub-contracting	10
13.	Professional Staff	11
14.	Technical Proposal	11
15.	Financial Proposal	12
16.	Proposal Prices	13
17.	Currencies of Proposal	13
18.	Documents Establishing the Eligibility of the Consultant	13
19.	Documents Establishing the Qualifications of the Consultant	14
20.	Period of Validity of Proposals	14
21.	Tender Security	14
22.	Format and Signing of Proposal	15
D.	Submission and Opening of Proposals	15
23.	Sealing and Marking of Proposals	15
24.	Deadline for Submission of Proposals	16
25.	Late Proposals	16
26.	Withdrawal and Replacement of Proposals	16
27.	Proposal Opening	17
E.	Evaluation of Proposals	18
28.	Confidentiality	18
29.	Clarification of Proposals	18
30.	Compliance and Responsiveness of Proposals	18
31.	Nonconformities, Errors, and Omissions	19
32.	Preliminary Examination of Proposals – Eligibility and Administrative Compliance	20
33.	Detailed Evaluation	20

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given for the use of the software, 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.

34.	Opening of Financial Proposals	20
35.	Conversion to Single Currency	21
36.	Margin of Preference	21
37.	Financial Comparison of Proposals	21
38.	Determination of Best Evaluated Proposal	22
39.	Post-qualification of the Consultant	22
40.	Negotiations	22
F.	Award of Contract	22
41.	Award Procedure	22
42.	Procuring Entity's Right to Accept or Reject Any or All Proposals	23
43.	Signing and effectiveness of the Contract	23
44.	Debriefing	23
45.	Procurement Related Complaints and Administrative Review	23
46.	Abnormal Low and Abnormally High Prices	23

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the use of the information, time-limits, 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.

Section 1. Instructions to Consultants

A. General

1. Scope of Proposal

- 1.1 The Procuring Entity indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the Services specified in Section 6, Statement of Requirements (SOR) or Terms of Reference (TOR) to commence on the date indicated in the SOR/TOR.
- 1.2 Procurement will be undertaken in compliance with the Public Procurement Act, and its Regulations of 2020.
- 1.3 The Instructions to Consultants (ITC) should be read in conjunction with the PDS. The subject and procurement reference number are provided in the PDS.
- 1.4 Throughout this Request for Proposals Document:
 - (a) the term “in writing” means communicated in written form with proof of receipt.
 - (b) if the context so requires, singular means plural and vice versa.
 - (c) “day” means calendar day unless specified as working day.

2. Source of Funds

- 2.1 The Procuring Entity has an approved budget from [*Government funds, grants, donor funds, etc*] towards the cost of the procurement described in the PDS. The Procuring Entity intends to use these funds to place a contract for which this Request for Proposals Document is issued.
- 2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the use of the software, 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.

3. Corrupt Practices

- 3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that Procuring Entities, as well as Consultants, observe the highest standards of ethics during procurement and the execution of contracts.
- (a) In pursuit of this policy, the Government of Eswatini; defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) The procuring entity will reject a recommendation for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
- (c) The Agency will suspend a Consultant from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Consultants shall be aware of the provision stated in Sub Clause 15.1(g)-(h) and Sub Clause 2.2 of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring Entity may terminate a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Consultant during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, . the Code of Ethical Conduct for Consultants and Providers as provided in the bidding forms shall be signed by the Consultant and submitted together with the other bidding forms. The Government of Eswatini may suspend a Consultant from engaging in any public procurement or process for a period determined by the Eswatini Public Procurement Regulatory Agency (herein referred to as the Agency), where the Consultant is suspended from the procurement processes of an international agency of which Eswatini is a member.
- 3.5 Any communications between a Consultant and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the use of the software, 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.

RFP for Consultancy Services



4. Eligible Consultants

- 4.1 A Consultant, and all parties constituting the Consultant, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the Consultant has the legal capacity to enter into a contract;
 - (b) the Consultant is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the Consultant's business activities have not been suspended
 - (d) the Consultant is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the Consultant has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Consultant may be a natural person, private entity, government-owned entity, subject to ITC Sub-Clause 4.6 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the PDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Eswatini or if signed outside Eswatini, shall be notarized.
- 4.3 A Consultant, and all parties constituting the Consultant including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.
- 4.4 A Consultant shall not have a conflict of interest, as defined in ITC Clause 5. All Consultants found to be in conflict of interest shall be disqualified.
- 4.5 A firm that is under a suspension by the Agency in accordance with ITC Clause 3.1 (c) or 3.4, at the date of the deadline for proposal submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Consultants shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the tender document, 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.

5. Conflict of Interest

- 5.1 The Eswatini Public Procurement Regulatory Framework requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.
- 5.2 A Consultant may be considered to have a conflict of interest with one or more parties in this procurement process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this proposal; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another Consultant, or influence the decisions of the Procuring Entity regarding this procurement process; or
 - (e) submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as Consultants and subcontractors simultaneously; or
 - (f) have been engaged, or any of their affiliates have been engaged, by the Procuring Entity to provide supplies or works for the same project: or
 - (g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.
- 5.3 Consultants hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.
- 5.4 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the PDS and the factors used for the selection of the consultant will take the likelihood of continuation into account. It will be the exclusive decision of the Procuring Entity whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 5.5 Any previous or ongoing participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a contract with the Procuring Entity or the Government of Eswatini may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Procuring Entity before preparing the proposal.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to bugs, 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.

B. Request for Proposals Document

6. Contents of Request for Proposals Document

- 6.1 This Request for Proposals Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITC Clause 8.

PART 1 Procurement Procedures

- Section 1. Instructions to Consultants (ITC)
- Section 2. Proposal Data Sheet (PDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Proposal Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

- 6.2 Proposals from Consultants who did not obtain the Request for Proposals Document directly from the Procuring Entity will be rejected during evaluation [Where pre-qualification has been done and RFP sent directly to pre-qualified consultants].
- 6.3 The Consultant is expected to examine all instructions, forms, terms, and requirements in the Request for Proposals Document. Failure to furnish all information or documentation required by the Request for Proposals Document may result in the rejection of the proposal.

7. Clarification of Request for Proposals Document

A prospective Consultant requiring any clarification of the Request for Proposals Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the PDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the PDS. The Procuring Entity shall forward copies of its response to all Consultants who have acquired the Request for Proposals Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Request for Proposals Document as a result of a clarification, it shall do so following the procedure under ITC Clause 8 and Sub-Clause 24.2.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for bugs, 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.

RFP for Consultancy Services



8. Amendment of Request for Proposals Document

- 8.1 Prior to the deadline for submission of proposals, the Procuring Entity may amend the Request for Proposals Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Request for Proposals Document and shall be communicated in writing to all who have obtained the Request for Proposals Document directly from the Procuring Entity.
- 8.3 To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Sub-Clause 24.2.

C. Preparation of Proposals

9. Cost of Proposals

The Consultant shall bear all costs associated with the preparation and submission of its proposal, including any negotiations with or visits to the Procuring Entity, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

10. Language of Proposal and Communications

- 10.1 The medium of communication shall be in writing.
- 10.2 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Consultant and the Procuring Entity, shall be written in English unless otherwise specified in the PDS.
- 10.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITC Sub-Clause 10.2, in which case, for purposes of interpretation of the proposal, such translation shall govern.

11. Preparation of Proposals

- 11.1 Consultants are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage two-envelope method, unless otherwise specified in the PDS. The one stage two-envelope submission method requires a consultant to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.
- 11.2 A pre-proposal meeting will be held where necessary and shall be indicated in the PDS. Attendance at the pre-proposal meeting is optional.

12. Joint Ventures, Associations and Sub-contracting

- 12.1 If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other Consultants or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the PDS.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

12.2 Consultants must obtain the approval of the Procuring Entity to enter into a joint venture with Consultants not invited for this assignment or other short-listed Consultants.

12.3 International Consultants for large contracts are encouraged to seek the participation of national Consultants by entering into a joint venture with, or subcontracting part of the assignment to national Consultants.

13. Professional Staff

13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant.

13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Consultant or have an extended and stable working relationship with the Consultant.

13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements/Terms of Reference, preferably working under conditions similar to those prevailing in Eswatini.

13.4 The consultant and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.

13.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13.6 As the determination of the Best Evaluated Proposal will be based, among other factors, on an evaluation of proposed key professional staff, the Procuring Entity expects to award a contract on the basis of the experts and specialists named in the proposal.

13.7 The Procuring Entity will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

14. Technical Proposal

14.1 The technical proposal shall provide the following information using the standard forms contained in Section 4, Proposal Forms:

- (a) The declarations included in the Technical Proposal Submission Sheet (Section 4.1.1);
- (b) An outline of recent experience on assignments of a similar nature (Section 4.1.3). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Consultant's involvement;
- (c) Any comments or suggestions on the Terms of Reference (Section 4.1.4);
- (d) A description of the methodology for performing the assignment (Section 4.1.5);
- (e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.6);

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 that the use of the software, 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.

- (f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the proposal (Section 4.1.7). Key information should include the number of years working for the Consultant and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.8)
- (g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.9);
- (h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.10)
- (i) A Tender Security or Tender Securing Declaration, as required by the ITC Clause 21 (Section 4.1.11 and 4.1.12);
- (j) Written confirmation authorising the signatory of the proposal to commit the Consultant, in accordance with ITC Sub-Clause 22.2;
- (k) Documentary evidence in accordance with ITC Clause 18 establishing the Consultant's eligibility;
- (l) Documentary evidence in accordance with ITC Clause 19 establishing the Consultant's qualifications to perform the contract if its proposal is accepted;
- (m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

15. Financial Proposal

15.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Proposal Forms:

- (a) Financial Proposal Submission Sheet (Section 4.2.1);
- (b) Summary of Proposal Price Breakdown of Lump Sum (Section 4.2.2);
- (c) Breakdown of Fees (Section 4.2.3);
- (d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation);
- (e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;
- (f) Any additional information requested in the PDS.

15.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:

- (a) Fees
- (b) Reimbursable expenditure
- (c) Miscellaneous expenses

15.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITC Sub Clause 15.2 expressed for each activity.

15.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultant and their personnel (other than nationals of or permanent residents in Eswatini), unless the PDS specifies otherwise.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the website, 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.

15.5 The completed financial proposal forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary, during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.

15.6 Where commissions and gratuities have or shall be paid by the Consultant in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

16. Proposal Prices

16.1 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the PDS. A proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITC Clause 30. However, if in accordance with the PDS, prices quoted by the Consultant shall be subject to adjustment during the performance of the Contract, a proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

17. Currencies of Proposal

17.1 Unless otherwise specified in the PDS, proposal prices shall be quoted in the following currencies:

- (a) for Services originating in Eswatini, the proposal prices shall be quoted in Eswatini currency (Lilangeni), unless otherwise specified in the PDS; and
- (b) for Services originating from outside Eswatini, the proposal prices shall be quoted in the currency of the expense or in the currency of the Consultant's country.

17.2 If a Consultant wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
- (b) justify, to the Procuring Entity's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilise the rate of exchange specified by the Procuring Entity to express its offer in the currency required by the Procuring Entity. The source, date, and type of exchange rate to be used is indicated in ITC Clause 35.

18. Documents Establishing the Eligibility of the Consultant

18.1 To establish their eligibility in accordance with ITC Clause 4, Consultants shall complete the eligibility declarations in the Technical Proposal Submission Sheet, included in Section 4, Proposal Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the software, time-limits, 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.

19. Documents Establishing the Qualifications of the Consultant

- 19.1 To establish its qualifications to perform the Contract, the Consultant shall submit any evidence specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Proposals

- 20.1 Proposals shall remain valid until the date specified in the PDS. A proposal valid for a shorter period shall be rejected by the Procuring Entity as non-compliant.
- 20.2 During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete the procurement process within this period.
- 20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the Procuring Entity may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Tender Security or Tender Securing Declaration is requested in accordance with ITC Clause 21, it shall also be extended for a corresponding period. A Consultant may refuse the request without being liable for forfeiture of its Tender Security or execution of its Tender Securing Declaration. A Consultant granting the request shall not be required or permitted to modify its proposal.

21. Tender Security

- 21.1 The Consultant shall furnish as part of its proposal a Tender Security or Tender Securing Declaration, in original form and in the case of a Tender Security, in the amount and currency specified in the PDS.
- 21.2 The Tender Security or Tender Securing Declaration shall be submitted using the Form included in Section 4, Proposal Forms. The Tender Securing Declaration shall be valid until the date specified in the PDS.
- 21.3 Any proposal not accompanied by a Tender Security or substantially responsive Tender Securing Declaration, if one is required in accordance with ITC Clause 21, shall be rejected by the Procuring Entity as non-compliant.
- 21.4 The Tender Security of all consultants shall be returned within the period stipulated in Regulation 52(17) of the Public Procurement Regulations of 2020.
- 21.5 If a Consultant withdraws its proposal during the period of proposal validity specified by the Consultant on the Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
- (a) The Tender Security may be forfeited, or Tender Securing Declaration executed if the successful Consultant fails to:
- (i) sign the Contract in accordance with ITC Clause 43;
 - (ii) furnish any Performance Security required in accordance with ITC Clause 45; or
 - (iii) accept the correction of its proposal price pursuant to ITC Sub-Clause 31.5

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given in relation to the use of the system, time-limits, 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.



22. Format and Signing of Proposal

- 22.1 The Consultant shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 14 and 15 and clearly mark both “ORIGINAL”. In addition, the Consultant shall submit copies of both the technical and financial proposals, in the number specified in the PDS and clearly mark each of them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant
The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for unamended printed literature, shall be signed or initialled by the person signing the proposal.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the proposal.

D. Submission and Opening of Proposals

23. Sealing and Marking of Proposals

- 23.1 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the financial proposal in a separate sealed envelope clearly marked “Financial Proposal”. The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The envelopes containing the technical and financial proposals shall:
- (a) bear the name and address of the Consultant;
 - (b) be addressed to the Procuring Entity in accordance with ITC Clause 24.1; and
 - (c) bear the Procurement Reference Number of this procurement process.
- 23.3 The financial proposal shall also bear a warning “Do Not Open with the technical proposal”.
- 23.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.5 The outer envelope shall:
- (a) bear the name and address of the Consultant;
 - (b) be addressed to the Procuring Entity in accordance with ITC Sub-Clause 24.1;
 - (c) bear the Procurement Reference number of this procurement process; and
 - (d) bear a warning not to open before the time and date for proposal opening, in accordance with ITC Sub-Clause 24.1.
- 23.6 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

24. **Deadline for Submission of Proposals**

- 24.1 Proposals must be received by the Procuring Entity at the address and no later than the date and time indicated in the PDS.
- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of the Procuring Entity and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. **Late Proposals**

- 25.1 The Procuring Entity shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITC Clause 24. Any proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consultant.

26. **Withdrawal and Replacement of Proposals**

- 26.1 A Consultant may withdraw or replace its proposal after it has been submitted at any time before the deadline for submission of proposals by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITC Sub-Clause 22.2. Any corresponding replacement of the proposal must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITC Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT”; and
 - (b) received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITC Clause 24.
- 26.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 26.1 shall be returned unopened to the Consultant.
- 26.3 No proposal may be withdrawn or replaced in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consultant on the Proposal Submission Sheet or any extension thereof.
- 26.4 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to viruses, 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.

27. Proposal Opening

- 27.1 The Procuring Entity shall conduct the proposal opening in the presence of Consultants' designated representatives who choose to attend, at the address, date and time specified in the PDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened but returned to the Consultant. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.
- 27.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening. The corresponding proposal that is being replaced shall be returned unopened to the consultant.
- 27.4 All technical proposals shall be opened one at a time, reading out: the name of the Consultant; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. No proposal shall be rejected at the proposal opening.
- 27.5 Only envelopes that are opened and read out at the proposal opening shall be considered further.
- 27.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the detailed evaluation is concluded and the result established.
- 27.7 The Procuring Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Consultant, the presence or absence of a Proposal Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the request for proposals. The Consultants' representatives who are present shall be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents and effect of the record.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the software, time-limits, 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.

E. Evaluation of Proposals

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until information detailing the Best Evaluated Consultant is communicated to all Consultants.
- 28.2 Any effort by a Consultant to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its proposal.
- 28.3 Notwithstanding ITC Clause 28.2, from the time of proposal opening to the time of Contract award, if any Consultant wishes to contact the Procuring Entity on any matter related to the procurement process, it should do so in writing.

29. Clarification of Proposals

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the proposals, the Procuring Entity may, at its discretion, ask any Consultant for a clarification of its proposal. Any clarification submitted by a Consultant that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the price or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the financial proposals, in accordance with ITC Clause 31.4.
- 29.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the PE's request for clarification, its Proposal may be rejected.

30. Compliance and Responsiveness of Proposals

- 30.1 The Procuring Entity's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself.
- 30.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) is inconsistent with the request for proposal and which may limit in any substantial way, the rights of the procuring entity or the obligations of the consultant under the contract;
 - (b) if corrected would unfairly affect the competitive position of the other consultants whose proposals are administratively compliant; or
 - (c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -
 - (i) time schedules, where it is stated in the request for proposals that time is of the essence;

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

- (ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) counter proposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 30.3 If a proposal is not substantially compliant and responsive to the Request for Proposals Document, it shall be rejected by the Procuring Entity and may not subsequently be made compliant and responsive by the Consultant by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a proposal is substantially compliant and responsive, the Procuring Entity may waive any non-conformity or omission in the proposal that does not constitute a material deviation.
- 31.2 Provided that a proposal is substantially compliant and responsive, the Procuring Entity may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Consultant to comply with the request may result in the rejection of its proposal.
- 31.3 Provided that a proposal is substantially compliant and responsive, the Procuring Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the proposal price may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the proposal price using the highest price from other consultants.
- 31.4 Provided that the proposal is substantially compliant and responsive, the Procuring Entity shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.5 If the Consultant that submitted the best evaluated bid does not accept the correction of errors, its proposal shall be rejected.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the software, time-limits, 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.

32. Preliminary Examination of Proposals – Eligibility and Administrative Compliance

- 32.1 The Procuring Entity shall examine the legal documentation and other information submitted by Consultants to verify the eligibility of Consultants in accordance with ITC Clause 4.
- 32.2 If after the examination of eligibility, the Procuring Entity determines that the Consultant is not eligible, it shall reject the proposal.
- 32.3 The Procuring Entity shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 has been provided, and to determine the completeness of each document submitted.
- 32.4 The Procuring Entity shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the offer shall be rejected.
- (a) Technical Proposal Submission Sheet, including:
 - (i) a brief description of the services offered; and
 - (ii) the correct validity date of the proposal
 - (b) separately sealed financial proposal;
 - (c) written confirmation of authorisation to commit the Consultant; and
 - (d) a Tender Security or Tender Securing Declaration, if required.
- 32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a proposal which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

33. Detailed Evaluation

- 33.1 The Procuring Entity shall technically evaluate the proposals on the basis of the Consultant's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.
- 33.2 The Procuring Entity may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the consultant(s) concerned. Consultants shall be provided with adequate notice of any interviews planned.
- 33.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

34. Opening of Financial Proposals

- 34.1 After the detailed evaluation is completed, the Procuring Entity shall notify those Consultants whose proposals did not qualify for the financial opening, indicating reasons why their proposal was disqualified and that their financial proposals will be returned unopened after of at least 10 working days from display of the best evaluated consultant notice.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

- 34.2 The Procuring Entity shall simultaneously notify the Consultant(s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal(s). The opening date shall not be sooner than fourteen (14) days after the notification date where foreign tenderers are included, or seven (7) days where all tenderers are national. The notification will be sent in writing.
- 34.3 The financial proposal(s) shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. The Procuring Entity shall prepare minutes of the public opening.

35. Conversion to Single Currency

- 35.1 For evaluation and comparison purposes, the Procuring Entity shall convert all proposal prices expressed in the amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty one (21) days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the PDS.

36. Margin of Preference

- 36.1 Unless otherwise specified in the PDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

37. Financial Comparison of Proposals

- 37.1 The Procuring Entity shall financially compare each financial proposal that has been opened.
- 37.2 To financially evaluate a proposal, the Procuring Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 37.3 In the calculation of the evaluated price of each proposal, the Procuring Entity shall include the costs stated in Section 3, Evaluation Methodology and Criteria.
- 37.4 To determine the evaluated price, the Procuring Entity shall consider the following:
- (a) the proposal price;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 31.4;
 - (c) adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 31.3; and
 - (d) adjustments due to the application of a margin of preference, in accordance with ITC Clause 36.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to viruses, 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.

38. Determination of Best Evaluated Proposal

- 38.1 The Procuring Entity shall compare all substantially compliant and responsive proposals to determine the best evaluated bid/proposal, in accordance with Section 3, Evaluation Methodology and Criteria.

39. Post-qualification of the Consultant

- 39.1 If so stated in Section 3, the Procuring Entity shall determine to its satisfaction whether the Consultant that is selected as having submitted the best evaluated proposal is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted by the Consultant, pursuant to ITC Clause 19, to clarifications in accordance with ITC Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Consultant's qualifications.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the proposal, in which event the Procuring Entity shall proceed to the next best evaluated proposal to make a similar determination of that Consultant's capabilities to perform satisfactorily.
- 39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

40. Negotiations

- 40.1 Negotiations may be held with the best evaluated Consultant following the evaluation of proposals.
- 40.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

F. Award of Contract

41. Award Procedure

- 41.1 The Procuring Entity shall issue a Notice of Intention to Award within ten (10) working days after a decision of the relevant approvals authority to award a contract, to all Consultants who participated and the Agency for publication on its website.
- 41.2 A Procuring Entity shall not award a contract to the best evaluated consultant until the lapse of ten (10) working days after the date of issuance of the notice of intention to award.
- 41.3 The Procuring Entity shall award the Contract to the Consultant whose offer has been determined to be the best evaluated proposal, provided that the Consultant is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the system, 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.

42. Procuring Entity's Right to Accept or Reject Any or All Proposals

42.1 The Procuring Entity reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to contract signature and issue by the Procuring Entity, without thereby incurring any liability to Consultants, subject to adherence to Regulation 26 and 27 of the Public Procurement Regulations of 2020.

43. Signing and effectiveness of the Contract

43.1 On expiry of the ten (10) working days after the date of issuance of the Letter of Appointment/ Letter of award, the Procuring Entity shall sign a contract with the successful Consultant.

43.2 Failure by the successful Consultant to sign the contract shall constitute sufficient ground for annulment of the contract award.

43.3 Effectiveness of the Contract shall be subject to any conditions specified in the Contract.

44. Debriefing

44.1 Where a Consultant requests information on the reasons for their success or failure of their proposal, after a Notice of Intention to Award has been issued, the Procuring Entity shall give the Consultant a written debrief.

45. Procurement Related Complaints and Administrative Review

45.1 The procedures for making a Procurement-related Complaint are as **specified in the PDS**.

46. Abnormal Low and Abnormally High Prices

46.1 Abnormally Low Prices

46.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

46.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

46.1.2 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to viruses, 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.

46.2 Abnormally High Prices

- 46.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 46.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the Terms of Reference, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
 - ii) If Terms of Reference, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, Terms of Reference, scope of work and conditions of contract.
- 46.2.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and inform the Agency, before re-inviting for proposals.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the use of the software, 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.

Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
A. General	
ITC 1.1	The Procuring Entity is: Eswatini Railways
ITC 1.3	Subject: The subject of the procurement is: Sugar Spurs Project (SSP) Feasibility Study
ITC 1.3	Reference: The Procurement Reference Number is: Tender #.07-2026
ITC 4.2	Joint Ventures: The individuals or firms in a joint venture, consortium or association <i>shall</i> be jointly and severally liable.
ITC 5.4	Downstream work: The Procuring Entity, Eswatini Railways, envisage the need for continuity for downstream work.
B. Request for Proposals Document	
ITC 7	<p>Clarification: For clarification purposes only the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer</p> <p>Physical Address: Eswatini Railways Head Office, Dzeliwe Street, Mbabane Eswatini</p> <p>Telephone: +268) 2411 7400</p> <p>Email: Tenders@esr.co.sz</p> <p>The Procuring Entity will respond to any request for clarification provided that such request is received no later than 09 July 2025.</p>
C. Preparation of Proposals	
ITC 11.1	Submission Method: The proposal submission method shall be: A physical submission deposited to the Tender Box at Eswatini Railways Head office, Dzeliwe Street, Mbabane.
ITC 11.2	Pre-Proposal meeting: N/A
ITC 12.1	Joint ventures: Short-listed Consultants <i>shall</i> be permitted to associate with individual Consultants or other Consultants or entities in a joint venture.
ITC 12.2	Prior to granting approval to enter into a joint venture, the Procuring Entity <i>shall</i> conduct an assessment of Consultants not invited for this assignment.
ITC 13.1	Estimated Man Months: The estimated number of professional staff-months required for the assignment is: 6 months.
ITC 14.1(m)	Additional information in Technical Proposal: N/A
ITC 15.1 (f)	Additional information in Financial Proposal: N/A

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 with respect to viruses, 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.



Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 15.3	Price Breakdown: The Financial Proposal shall be broken down into the price for each Activity.
ITC 15.4	Taxes: The Financial Proposal shall indicate taxes etc as a separate amount.
ITC 16.1	Prices: The prices quoted by the Consultant shall be: Full price, inclusive of all costs.
ITC 17.1 (a)	Currency: For Services originating in Eswatini the currency of the proposal shall be: Eswatini Lilangeni (SZL).
ITC 17.1 (b)	Currency: For Services originating from outside of Eswatini the currency of the proposal shall be: Eswatini Lilangeni (SZL).
ITC 20.1	Validity: Proposals must remain valid until 90 days after closing date.
ITC 21.1	Tender Security or Tender Securing Declaration: A Tender Security or Tender Securing Declaration <i>shall not</i> be required.
ITC 21.2	Validity of Tender Security or Tender Securing Declaration: The Tender Security or Tender Securing Declaration shall be valid until: N/A
ITC 22.1	Number of Copies: In addition to the original of the technical and financial proposal, the number of copies of each required is: One (1) copy.
ITC 22.2	Form of Authorisation: Power of Attorney or a Notarised Power of Attorney if signed outside Eswatini.

D. Submission and Opening of Proposals

ITC 24.1	<p>Proposal Submission: For proposal submission purposes only, the Procuring Entity's address is:</p> <p>Physical Address: Eswatini Railways Head Office, Dzeliwe Street, Mbabane Eswatini</p> <p>The deadline for proposal submission is: Date: 24 July 2025 Time (local time): 10h30</p>
ITC 27.1	<p>Proposal Opening: The proposal opening for the technical proposal shall take place at:</p> <p>Physical Address: Eswatini Railways Head Office, Dzeliwe Street, Mbabane Eswatini</p> <p>Date: 24 July 2025 Time (local time): 10h30</p>

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is made by the ESPPRA in relation to the use of any software, 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.



Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 33.2	<p>Interviews: Interviews <i>shall not</i> be held.</p> <p>Key Staff/staff to be interviewed: N/A.</p> <p>Anticipated method/mode of Interviews N/A.</p> <p>Anticipated date of Interviews: N/A.</p>
E. Evaluation of Proposals	
ITC 35	<p>Exchange Rate: The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: Eswatini Lilangeni (SZL)</p> <p>The source of exchange rate shall be: Central Bank of Eswatini.</p> <p>The date for the exchange rate shall be: 13 August 2025</p>
ITC 36.1	<p>Margin of Preference: A margin of preference <i>shall</i> apply.</p> <p>If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3, Evaluation Methodology and Criteria.</p>
ITC 45.1	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz</p> <p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:</p> <p>Title/position: <i>The Chief Executive Officer</i></p> <p>Procuring Entity: <i>Eswatini Railways</i></p> <p>Email address: Tenders@esr.co.sz</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Procuring Entity's decision to award the contract.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, or data, including but not limited to, viruses, worms, time-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.



Section 3. Evaluation Methodology and Criteria

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of proposals received shall be:

Quality and Cost Based Selection (QCBS): The procuring entity shall select the quality and cost-based selection method as the preferred method to be used in evaluating proposals. This implies that the proposal is judged on its quality and pricing (quality-price oriented)

2. Summary of Methodology

The evaluation shall be conducted in three sequential stages –

- (a) a preliminary examination to determine the eligibility of consultants and the administrative compliance of bids received;
- (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant proposals; and
- (c) a financial comparison to compare costs of the eligible, compliant, responsive proposals received and determine the best evaluated bid.

Failure of a proposal at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

- (a) Eligible Consultants in accordance with ITC Clause 4 and Section 40 of the Public Procurement Act, 2011; and

3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Consultant
(a)	The Consultant has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration or equivalent document for foreign firms.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given in relation to the use of the website, 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.

RFP for Consultancy Services



Part 2: Section 3. Evaluation Methodology and Criteria

		(ii) Trading License for the current year or equivalent document for foreign firms.
(b)	The Consultant is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A written declaration signed by the authorised representative of the consultant
(c)	The Consultant has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator or equivalent document for foreign firms.
(d)	The Consultant has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate <i>[for Swati firms]</i> Social Security Compliance Certificate or equivalent <i>[for foreign firms]</i>
(e)	The Consultant adheres to basic labour legislation	Labour Compliance Certificate <i>[for Swati firms only]</i> or equivalent document for foreign firms.
(f)	The Consultant does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the consultant
(g)	The Consultant, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	A written declaration signed by the authorised representative of the consultant Police Clearances for directors or officers A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Consultant's Country <i>[for foreign firms]</i>
(f)	The Consultant is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers	A written declaration signed by the authorised representative of the consultant

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given in relation to the use of the information, time-limits 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.

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

RFP for Consultancy Services



Part 2: Section 3. Evaluation Methodology and Criteria

	have been involved in a tenderer or supplier currently subject to suspension	
--	--	--

3.3 A Power of Attorney signed outside Eswatini shall be notarized authorising signature of the bid on behalf of the Consultant.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the use of the information, time-limits, 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.

RFP for Consultancy Services



Part 2: Section 3. Evaluation Methodology and Criteria

C Detailed Evaluation Criteria

5. Technical Criteria

- 5.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.
- 5.2 The Terms of Reference in the Statement of Requirements details the minimum technical requirements expected from the consultant. The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals shall be as follows:

Criteria	Maximum Points								
Specific Experience of the firm relevant to the assignment <ul style="list-style-type: none"> >5 years (10 points) >3 - < 5 years (4-8 points) 0-2 years (3 points) 	10								
Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference	15								
Similar Assignments undertaken by the firm in the last 5 years [References for similar projects completed]	10								
Appropriateness of the Proposed Work Plan	5								
Relevant Qualifications and Experience of the Key Personnel	40								
a) Experience and Qualification of KE1 Team leader (4 Points) A professionally registered qualified engineer with a master's degree in railway engineering or civil/mechanical engineering (or equivalent) with experience in railway planning, design, and management. <ul style="list-style-type: none"> Master's Degree and >15 years' experience, including 10 years in railway planning & design and 5 years as project leader. Qualification: <table border="1"> <tr> <td>Master's Degree</td><td>2 points</td></tr> <tr> <td>Bachelor's Degree</td><td>1 points</td></tr> </table> Experience: <table border="1"> <tr> <td>>15 years' experience, including 10 years in railway planning & design and 5 years as project leader.</td><td>2 points</td></tr> <tr> <td>less than 15 years' experience</td><td>1 points</td></tr> </table> b) Experience and Qualification of Key Expert 2 (KE2): Civil Engineer / Transport Logistics Engineer (4 Points)		Master's Degree	2 points	Bachelor's Degree	1 points	>15 years' experience, including 10 years in railway planning & design and 5 years as project leader.	2 points	less than 15 years' experience	1 points
Master's Degree	2 points								
Bachelor's Degree	1 points								
>15 years' experience, including 10 years in railway planning & design and 5 years as project leader.	2 points								
less than 15 years' experience	1 points								

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 for the use of the software, time-limits 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.

RFP for Consultancy Services



Part 2: Section 3. Evaluation Methodology and Criteria

A professionally registered civil or transport logistics engineer with experience in sugarcane/rail freight planning and bulk sugar transport logistics.

- Bachelor's Degree and >15 years' experience, including 10 years in sugarcane/rail freight planning.

Qualification:

Bachelor's Degree	2 points
-------------------	----------

Experience:

>15 years' experience, including 10 years in sugarcane/rail freight planning	2 points
less than 15 years' experience	1 points

c) Experience and Qualification of Key Expert 3 (KE3): Railway Alignment Engineer (4 Points)

A professionally registered engineer with experience in railway alignment design.

- Master's Degree and >15 years' experience, including 10 years in railway alignment design.

Qualification:

Master's Degree	2 points
Bachelor's Degree	1 points

Experience:

> 15 years' experience, including 10 years in railway alignment design	2 points
less than 15 years' experience	1 points

d) Experience and Qualification of Key Expert 4 (KE4): Railway Track Engineer (4 Points)

A professionally registered engineer with expertise in railway track engineering.

- Master's Degree and >15 years' experience, including 10 years in railway track engineering.

Qualification:

Master's Degree	2 points
Bachelor's Degree	1 points

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

Part 2: Section 3. Evaluation Methodology and Criteria

Experience:																	
> 15 years' experience, including 10 years in railway track engineering	2 points																
less than 15 years' experience	1 points																
<p>e) Experience and Qualification of Key Expert 5 (KE5): Hydraulics Engineer (4 Points)</p> <p>A professionally registered engineer with expertise in hydraulic engineering.</p> <ul style="list-style-type: none"> Master's Degree and >10 years' experience, including 5 years in hydraulic engineering. <p>Qualification:</p> <table> <tr> <td>Master's Degree</td><td>2 points</td></tr> <tr> <td>Bachelor's Degree</td><td>1 points</td></tr> </table> <p>Experience:</p> <table> <tr> <td>> 10 years' experience, including 5 years in hydraulic engineering</td><td>2 points</td></tr> <tr> <td>less than 10 years' experience</td><td>1 points</td></tr> </table> <p>f) Experience and Qualification of Key Expert 6 (KE6): Geotechnical / Geological Engineer (4 Points)</p> <p>A registered geotechnical/geological engineer with expertise in embankment design.</p> <ul style="list-style-type: none"> Master's Degree and >8 years' experience, including 3 years in embankment design. <p>Qualification:</p> <table> <tr> <td>Master's Degree</td><td>2 points</td></tr> <tr> <td>Bachelor's Degree</td><td>1 points</td></tr> </table> <p>Experience:</p> <table> <tr> <td>> 8 years' experience, including 3 years in embankment design</td><td>2 points</td></tr> <tr> <td>less than 8 years' experience</td><td>1 points</td></tr> </table> <p>g) Experience and Qualification of Key Expert 7 (KE7): Railway Bridge / Structural Engineer (4 Points)</p>		Master's Degree	2 points	Bachelor's Degree	1 points	> 10 years' experience, including 5 years in hydraulic engineering	2 points	less than 10 years' experience	1 points	Master's Degree	2 points	Bachelor's Degree	1 points	> 8 years' experience, including 3 years in embankment design	2 points	less than 8 years' experience	1 points
Master's Degree	2 points																
Bachelor's Degree	1 points																
> 10 years' experience, including 5 years in hydraulic engineering	2 points																
less than 10 years' experience	1 points																
Master's Degree	2 points																
Bachelor's Degree	1 points																
> 8 years' experience, including 3 years in embankment design	2 points																
less than 8 years' experience	1 points																

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 that the software, 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.

RFP for Consultancy Services



Part 2: Section 3. Evaluation Methodology and Criteria

A professionally registered structural engineer with expertise in bridge and railway structure design.

- Master's Degree and >15 years' experience, including 10 years in railway bridge/structure design.

Qualification:

Master's Degree	2 points
Bachelor's Degree	1 points

Experience:

> 15 years' experience, including 10 years in railway bridge/structure design	2 points
less than 15 years' experience	1 points

h) Experience and Qualification of Key Expert 8 (KE8): Land / Engineering Surveyor (4 Points)

A professionally registered land or engineering surveyor with experience in topographic and rail alignment surveys.

- Bachelor's Degree and >15 years' experience, including >10 years in topographic and rail alignment survey, etc.

Qualification:

Bachelor's Degree	2 points
-------------------	----------

Experience:

> 15 years' experience, including 10 years in topographic and rail alignment survey, etc	2 points
less than 15 years' experience	1 points

i) Experience and Qualification of Key Expert 9 (KE9): Transport Economist (4 Points)

A specialist in economic and financial analysis of transport/infrastructure projects.

- Master's Degree and >15 years' experience, including 10 years in economic/financial analysis and 5 years in transport/infrastructure projects.

Qualification:

Master's Degree	2 points
Bachelor's Degree	1 points

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

Part 2: Section 3. Evaluation Methodology and Criteria

Experience:		
> 15 years’ experience, including 10 years in transport/infrastructure project analysis	2 points	
less than 15 years’ experience	1 points	
j) Experience and Qualification of Key Expert 10 (KE10): Environmental and Social Impact Assessment Expert (4 Points) An expert in managing environmental and social impact assessments for large transport projects. <ul style="list-style-type: none">Master’s Degree and >10 years’ experience, including experience with development finance institutions’ safeguards, climate change, gender, and inclusive development.		
Qualification:		
Master’s Degree	2 points	
Bachelor’s Degree	1 points	
Experience:		
> 10 years’ experience in managing Environmental & Social Impact Assessments (ESIAs)	2 points	
Less than 10 years’ experience	1 points	
NB: Consultants are to provide detailed CVs for all Key Experts (KE1 to KE10).		
Participation by Nationals (Citizen Service Providers)		10
Participation of Swati Company		10
Total:		100 points

The minimum technical score required to pass the technical evaluation is 70% or 70 points.

D Financial Comparison Criteria

8. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

- 8.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions below. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

Disclaimer

This tender document and the information contained herein are provided for information only. The ESPPRA makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

RFP for Consultancy Services



Part 2: Section 3. Evaluation Methodology and Criteria

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 80, and

P = 20

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$S = St \times T\% + Sf \times P\%$.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the software, 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.

RFP for Consultancy Services



Section 4. Proposal Forms

Table of Contents

4.1 Technical Proposal – Standard Forms

- 4.1.1 Technical Proposal Submission Sheet.
- 4.1.2 Code of ethical conduct in business for consultants and providers
- 4.1.3 Consultant's References.
- 4.1.4 Comments and Suggestions on the Terms of Reference.
- 4.1.5 Description of the Methodology for performing the Assignment.
- 4.1.6 Team Composition and Task Assignments.
- 4.1.7 Format of Curriculum Vitae for Proposed Professional Staff.
- 4.1.8 Confirmation of availability of professional staff
- 4.1.9 Estimated Time Schedule for Professional Staff.
- 4.1.10 Activity (Work) Schedule.
- 4.1.11 Tender Securing Declaration
- 4.1.12 Tender Security
- 4.1.13 Declaration of Eligibility

4.2 Financial Proposal - Standard Forms

- 4.2.1 Financial Proposal Submission Sheet.
- 4.2.2 Summary of Proposal Price (Breakdown of Lump Sum).
- 4.2.3 Breakdown of Fees.
- 4.2.4 Breakdown of Reimbursables.
- 4.2.5 Breakdown of Miscellaneous Expenses.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.



Part 1: Section 4 Proposal Forms

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its technical proposal]

4.1.1 Technical Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal submission]*

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date;
- (e) We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;
- (f) We, including any associates, Joint Venture partners or Sub-contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Consultant, including that of all parties that comprise the Consultant, if the Consultant is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;
- (g) We have signed and undertake to abide by the Code of Ethical Conduct for Consultants attached during the procurement process and the execution of any resulting contract;
- (h) We are not participating, as Consultants, in more than one proposal in this procurement process;
- (i) We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the Procuring Entity;
- (j) We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by ESPPRA from participating in public procurement;
- (k) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;
- (l) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by ESPPRA in relation to the use of any 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.

Signed: *[signature of person whose name and capacity are shown below]*

RFPP for Consultancy Services



Part 1: Section 4 Proposal Forms

Name: *[insert complete name of person signing the Proposal]*

In the capacity of *[insert legal capacity of person signing the proposal]*

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.



4.1.2 CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANTS

1. Ethical Principles

Consultants and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Eswatini; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Consultants and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Consultants and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any Procuring Entity. Consultants and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by consultants and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Consultants and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

- (1) Consultants and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Consultants and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Consultants and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.



Part 1: Section 4 Proposal Forms

- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;
- (f) withholding information from the PE during contract execution to the detriment of the PE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF CONSULTANT

Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.3 Consultant's References

Relevant services carried out in the last 10 years that best illustrate experience.

Using the format below, provide information on each assignment for which the Consultant, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant's Name: _____

Assignment name:		Country:
Location within country:		Professional Staff provided by consultant (profiles):
Name of client:		Nº of staff:
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Currency SZL):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff provided by Associated Consultants:
Name of senior staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative description of Project:		
Description of actual services provided by your Staff:		

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to any viruses, worms, time-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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. If none, include form and state "None"]

4.1.4 Comments and Suggestions on the Terms of Reference

[Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA for any damage, including but not limited to, 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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.5 Description of the Methodology for performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.

RFP for Consultancy Services



Page: 44

Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.6 Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task(s)

2. Support Staff		
Name	Position	Task(s)

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.

Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.7 Format of Curriculum Vitae for Proposed Professional Staff

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., A-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2000-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. A2 , Project manager]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of the information contained herein for any purpose. 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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}	

Expert's contact information : (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert:

Signature:

Date:

{day/month/year}

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.



Part 1: Section 4 Proposal Forms



Name of authorized Representative of the Consultant:
(the same who signs the Proposal)

Signature:

Date:

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of the information contained herein for any purpose, including but not limited to, 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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

4.1.8 Format for confirmation of availability of Key Professional Staff

Subject of procurement:		Procurement reference number	
-------------------------	--	------------------------------	--

Consultant	
------------	--

List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available

Confirmation

I(insert name of consultant) hereby certify that the staff described above shall be available as indicated

Signature: _____

Name: _____

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to any computer viruses, worms, time-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.



Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]

4.1.9 Estimated Time Schedule for Professional Staff

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____

Part-time: _____

Signature: _____

(Authorised Representative)

Full Name: _____ Title: _____

Consultant: _____

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA for any damage, including but not limited to, 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.



Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

4.1.10 Activity (Work) Schedule

A. Technical Input

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

B. Completion and Submission of Reports and other Deliverables

Reports	Date
1. Inception Report	
2. Interim Progress Reports	
(a) First Status Report	
(b) Second Status Report	
3. Draft Final Report	
4. Final Report	
5. Other Deliverables	

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.



Part 1: Section 4 Proposal Forms

4.1.11 Tender Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated. If the Consultant is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

Date: *[insert date (as day, month and year) of Proposal Submission]*
Procurement Reference No.: *[insert reference number of selection process]*

To: *[insert complete name of Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.
2. I/We accept that I/we may be debarred for three years by the Agency from being eligible for bidding in any contract with the Government of Eswatini, if we are in breach of our obligation(s) under the Request for Proposals conditions, because we:
 - a. have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
 - b. having been notified of the acceptance of our proposal by the Procuring Entity, during the period of proposal validity, fail or refuse to:
 - (i) sign the Contract in accordance with ITC Clause 43;
 - (ii) furnish the Performance Security, in accordance with the ITC Clause 45; or
 - (iii) accept the correction of our bid by the Procuring Entity, pursuant to ITC sub-Clause 31.4.
3. I/We understand this Proposal Securing Declaration shall expire on *[Insert date as per ITC Clause 21]*.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to any viruses, worms, time-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.



Part 1: Section 4 Proposal Forms

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its financial proposal]

4.1.12 Tender Security

Tender Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of _____ under Invitation for Tenders No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA for any damage, including but not limited to, data loss, corruption, 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.



Part 1: Section 4 Proposal Forms

Tender Security (Tender Bond)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called “the Principal”), and _____, **authorized to transact business in** _____, as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Procuring Entity”) in the sum of _____² _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the _____ day of _____, 20____, for the construction of _____ (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

² The amount of the Bond shall be denominated in the currency of the Procuring Entity’s country or the equivalent amount in a freely convertible currency.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is made by the ESPPRA in relation to the use of any software, programs, 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.



4.1.13

Declaration of Eligibility

[The Tenderer must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their declaration.]

[>>>Name of Tenderer, Address, and Date>>>]

Re Tender Reference

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation.
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name _____ (In the capacity of) _____

Authorised Representative Signature _____ Date _____

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, or data 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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

4.2.1 Financial Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal submission]*

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

- (a) The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;
- (b) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none"]*;

Name and address of Recipient	Purpose/ Reason	Currency and Amount

Name: _____ *[insert complete name of person signing the proposal]*

In the capacity of _____ *[insert legal capacity of person signing the proposal]*

Signed: _____ *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the proposal for and on behalf of: _____ *[insert complete name of Consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of the information contained herein for any purpose other than the RFP for Consultancy Services. 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.



Part 1: Section 4 Proposal Forms

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. State currency or currencies of proposal. If three currencies are not used state "nil" as appropriate. If the PDS requires the proposal price to be quoted separately for different Activities, complete this form as a "Summary of Proposal Price" for each activity and complete one overall Summary of prices.]

4.2.2 Summary of Proposal Price (Breakdown of Lump Sum)

Cost item	Currency	Amount(s)
Fees – currency 1		
Fees – currency 2		
Reimbursables – currency 1		
Reimbursables – currency 2		
Miscellaneous Expenses –currency 1		
Miscellaneous Expenses –currency 2		
Local taxes		
Total Lump Sum/Cost Estimate – currency 1		
Total Lump Sum/Cost Estimate – currency 2		

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to any software, programs, 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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

4.2.3 Breakdown of Fees

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency columns and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]

State activity name or total proposal: _____

Name	Position	Input Qty	Unit (Days/months etc.)	Rate	Total
Grand Total					

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA for any damage, including but not limited to, data loss, corruption, 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.



Part 1: Section 4 Proposal Forms

4.2.4 Breakdown of Reimbursables

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]

State activity name or total proposal: _____

Currency: _____

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Grand Total				

Notes: Local transportation costs are not to be included if local transportation is being made available by the Procuring Entity. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.

RFP for Consultancy Services



Part 1: Section 4 Proposal Forms

4.2.5 Breakdown of Miscellaneous Expenses

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC].

State activity name or total proposal: _____ **Currency:** _____

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Grand Total				

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 made by the ESPPRA in relation to the use of any software, programs, 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.



Section 5. Eligible Countries

Procurement Reference Number: 07-2026

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits the provision of Services from that country or any payments to persons or entities in that country.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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 in relation to the use of the information, 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.

RFP for Consultancy Services



PART 2 - Statement of Requirements

Section 6. Statement of Requirements

Procurement Reference Number: 07-2026

1. Terms of Reference



ESWATINI RAILWAYS (ESR)

SUGAR SPURS PROJECT (SSP) FEASIBILITY STUDY

TERMS OF REFERENCE (TOR)

COUNTRY: ESWATINI

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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.



Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied or implied warranties 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.



CURRENCY EQUIVALENTS

As of March 2025

1 United States Dollar (USD) = 18.91 Eswatini Lilangeni (SZL)

FISCAL YEAR

1 April – 31 March

WEIGHTS AND MEASURES

1 metric ton	=	2204 pounds (lbs)
1 kilogram (kg)	=	2.200 lbs
1 meter (m)	=	3.28 feet (ft)
1 millimetre (mm)	=	0.03937 inch
1 kilometre (km)	=	0.62 mile
1 hectare (ha)	=	2.471 acres

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied 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.



Table of Contents

1	<u>LIST OF ABBREVIATIONS</u>	66
1	<u>INTRODUCTION AND BACKGROUND</u>	67
2	<u>PREVIOUS STUDIES, OBJECTIVES AND SCOPE OF THE STUDY</u>	69
3	<u>ORGANISATION OF THE STUDY</u>	74
	<u>Task 1. Technical Feasibility</u>	74
	<u>Task 2. Economic and Financial Assessment</u>	77
	<u>Task 3. Socio-economic Assessment</u>	78
	<u>Task 4. Land Acquisition and Resettlement Planning</u>	79
	<u>Task 5. Environmental Impact and Climate Change Risk Assessment</u>	82
	<u>Task 6. Detailed Engineering Design</u>	85
	<u>Task 7. Cost Estimates and Bidding Documents</u>	87
	<u>Task 8. Procurement Assistance</u>	87
4	<u>COMPOSITION OF THE STUDY TEAM, QUALIFICATIONS AND ASSIGNED TASKS</u>	88
5	<u>CALENDAR AND DURATION</u>	98
6	<u>DELIVERABLES, SUPERVISION AND COORDINATION</u>	98
6.1	<u>Deliverables</u>	98
6.2	<u>Supervision</u>	99
6.3	<u>Coordination</u>	99
7	<u>DATA AND SERVICES TO BE PROVIDED BY THE CLIENT</u>	99

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, 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.



LIST OF ABBREVIATIONS

CAD	Computer Aided Design
CBA	Cost Benefits Analysis
EEA	Eswatini Environment Authority
EIRR	Economic Internal Rate of Return
ESIA	Environmental and Social Impact Assessment
ESA	Eswatini Sugar Association
ESR	Eswatini Railways
EWR	Ecological Water Requirement
FIRR	Financial Internal Rate of Return
GDP	Gross Domestic Product
GoE	Government of Eswatini
HH	Household
MOPWT	Ministry of Public Works & Transport
NPV	Net Present Value
O&M	Operation and Maintenance
PPP	Public Participation Process
RAP	Resettlement Action Plan
RS/Pre-FS	Reconnaissance Study and Pre-Feasibility Study
SADC	Southern Africa Development Community
SSP	Sugar Spurs Project
StrEIA	Strategic Environmental Impact Assessment
StrEMP	Strategic Environmental Management Plan
ToRs	Terms of Reference
VCA	Value Chain Analysis

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, 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.



Part 2: Section 6. Statement of Requirements

INTRODUCTION AND BACKGROUND

Eswatini Railways (ESR) is seeking to carry out a detailed design and compilation of Tender Documents for the Sugar Spurs Project (SSP) and associated in-field cane haulage systems. The SSP is considered by the ESR as a strategic project aiming at improving the service to clients, diversifying its revenue streams, developing a more extensive rail network, addressing the road freight congestion challenges, as well as contributing to poverty alleviation initiatives by the Government of Eswatini through enhancement of the smallholder sugarcane farmers businesses.

Previous studies have highlighted the importance of efficient transportation infrastructure for Eswatini's economic development. The railway system has been identified as a critical component in improving connectivity within the country and facilitating trade with neighbouring countries.

The sugar industry plays a significant role in Eswatini's economy, contributing to employment, foreign exchange earnings, and rural development. However, challenges such as transportation inefficiencies and high logistics costs have been identified as barriers to the industry's growth.

Past pre-feasibility studies have explored the potential benefits of extending the rail network to key industrial areas, including sugar mills. These studies have assessed factors such as market demand, infrastructure requirements, and potential economic returns.

Benefits of the Project include:

- **Improved Efficiency and Cost Savings:** By extending the rail network to sugar mills, Eswatini Railways can significantly reduce transportation costs for both sugar producers and farmers. Rail transport is generally more cost-effective than road transport for bulk cargo like sugarcane, leading to savings in fuel and maintenance expenses.
- **Increased Competitiveness of the Sugar Industry:** Enhanced transportation infrastructure will improve the competitiveness of Eswatini's sugar industry in both

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

domestic and international markets. Reduced logistics costs will enable sugar producers to offer competitive prices, attracting more buyers and increasing market share.

- **Rural Development and Poverty Alleviation:** The development of a sugarcane haulage facility will benefit smallholder farmers by providing them with access to reliable transportation services. This will not only increase their incomes but also contribute to rural development and poverty alleviation in sugarcane-growing areas.
- **Environmental Sustainability:** Rail transport is more environmentally friendly than road transport, as it produces fewer greenhouse gas emissions per ton of cargo transported. By shifting sugarcane transportation from road to rail, the project can help reduce carbon emissions and mitigate environmental impact.
- **Stimulated Economic Growth:** The expansion of Eswatini Railways and the modernization of transportation infrastructure will stimulate economic growth by creating employment opportunities, attracting investment, and fostering industrial development along the rail corridor.

By conducting a detailed feasibility study, Eswatini Railways can assess the technical, economical, and environmental feasibility of the project, identify potential risks and challenges, and develop a roadmap for implementation. This will require collaboration with relevant stakeholders, including sugar producers, millers, local communities, government agencies, and development partners.

There are successful examples of rail transport for sugarcane in other parts of the world. One notable example is in Australia, where the sugar industry has developed an extensive network of cane railways. The sugar mills in a coastal strip from Childers to Mossman in Australia utilize cane railways to transport freshly harvested cane to the sugar mill for processing. The operation runs 24 hours a day, generally 7 days a week during the crushing season, which typically lasts from June/July to November/December. The cane railway systems enable the transportation of large volumes of cane quickly and efficiently, which is crucial for maintaining the sugar content and quality. Trains can be up to one kilometre in length and run at speeds of

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims all warranties of 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.



Part 2: Section 6. Statement of Requirements

cane are transported without using public road systems, which indirectly contributes to lengthening the lifespan of public road infrastructure and reduces the environmental impact. These examples demonstrate the effectiveness of rail transport for sugarcane, highlighting the potential benefits such as efficiency, scale, and reduced environmental impact that could be applicable to the sugar industry in Eswatini as well.

The extension of Eswatini Railways into sugar mills and the development of a rail sugarcane haulage facility hold immense potential to enhance the efficiency, competitiveness, and sustainability of the sugar industry, thereby contributing to the overall economic development of Eswatini.

PREVIOUS STUDIES, OBJECTIVES AND SCOPE OF THE STUDY

Previous Pre-Feasibility Studies:

Initial Studies (1991-1994):

Commissioned by the Swaziland Sugar Association (“SSA”), now Eswatini Sugar Association (“ESA”), the initial studies from 1991 to 1994 were conducted to evaluate the feasibility of rail spurs to the sugar mills at Big Bend, Simunye, and Mhlume. These studies were carried out by Jeffares & Green (Pty) Ltd in cooperation with Swaziland Railway (now Eswatini Railways, “ESR”). The focus was on assessing the potential for integrating the sugar mills into the national railway network to streamline the transportation of sugar and enhance operational efficiency.

2006 Update:

In 2006, Eswatini Railways took the initiative to update the initial studies. Once again, Jeffares & Green were commissioned to re-evaluate the project, focusing on route location, track alignment, and capital cost estimates. This update was essential to address changes in infrastructure, technological advancements, and economic conditions that had occurred since the original studies.

2011 Interim Report:

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



Part 2: Section 6. Statement of Requirements

By 2011, further updates were deemed necessary, and Jeffares & Green were reappointed to refine the previous engineering feasibility study. This included a more detailed analysis of route and track alignment, along with updated capital cost estimates. Additionally, Eswatini Railways identified the need for an updated economic analysis to support financing and investment efforts. However, this economic analysis was not included in the interim report due to pending data collection from both Eswatini Railways and the SSA. The study aimed to refine the route alignment to minimize the impact on existing infrastructure and land use. It included considerations for private landowners and government institutions along the proposed route.

Key elements included:

- **Route Location and Track Alignment:** The study aimed to optimize the route to reduce disruptions and costs.
- **Capital Cost Estimates:** Updated to reflect inflation and current prices, including professional fees and disbursements but excluding land acquisition costs.
- **Economic Analysis:** A comprehensive economic analysis was planned to be included in the final report once all necessary data were collected.

The study considered the need for shared infrastructure, such as the Usuthu Bridge, to cater to both road and rail traffic. It also evaluated operational and maintenance costs, revenue projections, and tariff structures for Eswatini Railways.

Operational Philosophy: The proposed rail spur would be operated and maintained by Eswatini Railways, with the ESA managing the internal trackwork within the mill.

Recent Developments and Context

Eswatini Railways has been involved in several significant projects aimed at enhancing its infrastructure and capacity. The Eswatini Rail Link project, for instance, is a joint initiative with Transnet Freight Rail (“TFR”) to improve

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

connectivity and facilitate freight movement between Eswatini and South Africa. This project highlights the broader strategic goals of Eswatini Railways to expand its network and improve efficiency.

The ESA continues to play a crucial role in the sugar industry by providing regulatory and development services. Their involvement in the rail spurs project underscores the importance of efficient transportation in maintaining the competitiveness of Eswatini's sugar industry.

Objectives: The objective of the study under these Terms of Reference (TORs), is to:

i). Update and Validate Previous Studies:

Review, update, and expand the existing pre-feasibility studies of the proposed options for developing rail spurs to the three mills. This involves validating the previous findings with current data and ensuring the feasibility studies reflect the latest economic, technological, and environmental conditions.

Ensure that the Rail Study/Pre-Feasibility Study (RS/Pre-FS) is thoroughly updated and validated. This includes conducting an engineering options analysis to select the best possible implementation configurations for the project, ensuring that the selected option provides the highest value for money and meets the project's intended outputs.

ii). Assess Viability of Locomotive Use for Field-to-Mill Cane haulage:

Evaluate the feasibility of using locomotives for transporting sugarcane from farmers' fields to the mills. This assessment will provide a comprehensive analysis covering technical, economic, environmental, operational, and regulatory aspects of implementing a rail-based transport system for sugarcane, highlighting the benefits and challenges compared to existing transportation methods.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

Optimize Rail Network Capacity: Explore further exploitation of the rail network capacity by integrating the transportation of sugarcane, either directly or in combination with other freight modes, to the mills.

Additional Context:

Currently, sugarcane transportation in Eswatini is predominantly managed via road transport, which, despite being effective, incurs high costs, causes road congestion, and contributes to infrastructure deterioration and environmental issues. Transitioning to a rail-based transport system using locomotives aims to address these challenges by capitalizing on the existing railway infrastructure. This shift is expected to result in cost savings, reduced environmental footprint, and improved logistical efficiency, benefiting both the sugar industry and the broader transport network in Eswatini.

iii). **Feasibility Studies:**

Undertake the Feasibility Study of the Sugar Spurs Project and the associated in-field to mill cane haulage system.

iv). **Undertake Detailed Design Studies:**

Conduct comprehensive design studies and prepare detailed tender documents for the Sugar Spurs haulage system to the Big Bend, Simunye, and Mhlume Mills. This includes the technical specifications, engineering designs, and construction plans necessary for the successful implementation of the rail spurs.

Optimize Rail Network Capacity:

- Explore further exploitation of the rail network capacity.
- Integrate the transportation of sugarcane, either directly or in combination with other freight modes, to the mills.

v). **Undertake Environmental and Social Impact Studies:**

Strategic Environment Impact Assessment (StrEIA) and/or Environmental and Social Impact Assessment (ESIA) and

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

Comprehensive Mitigation Plans (CMPs), Resettlement and Asset replacement and/or compensation.

vi). Tender Documents of the best Option.

Project Description

1. Mhlume Rail Spur Project

The consultant shall review the Swaziland Sugar Association's Pre-feasibility Report for the Mhlume Rail Spur, May 1992. There were two proposed routes to consider: one option was to connect the rail spur to the Mpaka-Mananga Main Line through the Mhlume station, which is about 6km away. Alternatively, a mid-section connection of approximately 4km could be considered.

2. Simunye Rail Spur Project

The consultant shall review the Swaziland Sugar Association's May 1992, Pre-feasibility Report, Simunye Rail Spur, Conduct Feasibility Studies, Detailed Engineering Designs, and Construction Supervision for Rail. There were four feasible alternate routes: three to the west and one connecting to the Mpaka - Siweni Line (Goba Line) at the Mlawula station. On the western side, the then-recommended routes also suggested connecting to either the closest station, which is Mhlume, or to the Mpaka – Mananga Line through a crossing loop. The distance to Mlawula connection is around 13km, while the Western connections are approximately 18km each.

3. Big Bend Rail Spur Project

The consultant shall review the Feasibility study, Bridge structure design, update on the existing feasibility studies, detailed design, construction supervision, explore options to utilise the existing road bridge or to construct a new railway bridge across the Usuthu River. The route between the Usutu River and the Matata junction follows the road to minimize disruptions to farming operations.

4. In-field to Mill Sugarcane Haulage

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

The consultant shall conduct a comprehensive feasibility study for Eswatini Railways to make an informed decision on the implementation of a rail-based sugarcane transport system, ultimately enhancing efficiency, reducing costs, and contributing to sustainable development in the Country.

ORGANISATION OF THE STUDY

For each rail spur project, the consultant's tasks include but are not limited to the following.

Task 1. Technical Feasibility

- (i) Collect and review all available relevant studies, reports, materials, documents, and information recommendations from JG Africa.
- (ii) Collect all necessary information of existing, ongoing, and future planned development works of ESR, government and private sector in and around the project site and consult all relevant agencies/stakeholders. Take all findings into consideration in the study. Support the client in carrying out continuous coordination and consultations with all relevant stakeholders.
- (iii) Examine all existing infrastructure, operational facilities, rolling stock maintenance facilities, ICT Infrastructure, line capacity and business opportunities and make specific recommendations for their improvement.
- (iv) Assess the need and justification of the proposed components/projects for railway improvement in all three proposed locations. Assess probable effects upon project implementation including direct and indirect effects. Assess benefits of the proposed project, not only in terms of financial or economical, but also in terms of safety, environmental impacts, transportation and freight costs, poverty reduction, enhancement of trade and commercial activities likely to be created as an outcome of all the components.
- (v) Identify the various technical solutions and various options for implementing all the components involving civil and structural works, track and bridges including train control, signaling, telecommunications.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

operational facilities such as exchange and associated lines, marshalling yards, station yards running line maintenance sheds, etc. with a view to identify the most suitable solution. Carry-out survey and necessary investigations covering surrounding areas of each option for option analysis and to finalize the most suitable solution.

- (vi) Carry-out detailed topographical survey. The topographic works have to be performed in relation to the required accuracy using satellite-based survey equipment that can be used for detailed design and construction.
- (vii) Prepare topographic maps at suitable scale following national and international standards which would give a good definition of all the necessary details for good approximation concerning earthwork quantities to avoid problems during construction.
- (viii) Collect data on planned and existing utilities in the project area and incorporate the information in the topographical maps.
- (ix) Finalize alignment and layouts duly considering the topography, land formation, commercial aspects, economical and safeguard considerations, existing infrastructures of the area, ongoing and future development plan, and schemes of ESR, the government and private sectors in the area. Drafts are to be consulted and presented to ESR before finalization. Finalize 'Right of Way' (ROW) in the final alignment including land required temporary for railway construction and access to the site, campsites, or quarries etc. Scale of alignment design drawings shall be or more detailed as appropriate at selected critical locations.
- (x) Carry-out detailed traffic, social, environmental, hydrological, and other engineering surveys and detailed geotechnical, hydrological & morphological, environmental investigations on the finalized alignment and layouts. Identify the need for additional survey/investigations for detailed design.
- (xi) Analyse the existing traffic of various modes of transport. Assess the effects of the project on other modes of transportation.
- (xii) Conduct traffic census on existing roads crossing on railway line (both

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

level crossing gates as required based on traffic forecast. Recommend upgrading and closure of existing level crossing gates, authorization of level crossing gates, new level crossing gates to improve safety at level crossings and measures to prevent illegal track trespassing. Coordinate with other concerned authorities such as the Ministry of Public Works and Transport (MoPW&T) on the design of level crossings and under-/overpasses.

- (xiii) Review the design of existing stations, redesign if necessary, and recommend improvements to accommodate increased traffic, based on the traffic forecast.
- (xiv) Identify the locations of level crossing gates required, grade separation between railway and road by either overpass or underpass based on traffic forecast.
- (xv) Finalize the phasing of construction considering work plan, interfacing, railway operation and signaling issues. The Consultant shall make specific recommendations to resolve interfacing issues.
- (xvi) Regular train operations must not be interrupted during the project construction period and accordingly, phasing of construction, construction methodology and safety measures are to be considered based on the latest technology.
- (xvii) Develop an operational plan for new sugar operation with a seamless interface on existing and future traffic movements and schedules.
- (xviii) Develop procurement and logistics work packages.
- (xix) Conduct mathematical hydrodynamic modelling study for Big Bend Rail Spur bridge to establish hydrological parameters for fixing the location of bridge, formation level of the railway track identifying the highest flood level, catchments area at bridge openings, identify scour & erosion in the vicinity of major bridges and riverbanks and design river training works and protection works.
- (xx) Study different types of rolling stock, such as loco-driven trains, push-pull trains and diesel-electric or electric multiple units and recommend suitable

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

rolling stock procurement program; study best way to accommodate changes in demand based on traffic forecast by splitting and joining trains and recommend locations for stabling facilities for surplus trains during daytime off-peak hours.

- (xxi) Prepare Rolling stock demand analysis report on rolling stock requirement for replacement of old-aged rolling stocks and new demand to be created.
- (xxii) Assess operation and maintenance (O&M) personnel and other resources/facilities requirements for operation and maintenance works for all components. Prepare capacity building plan, propose training facilities and the maintenance tools and equipment.
- (xxiii) Prepare Feasibility study report which will contain main report with detailed scope of work, all technical aspects, drawings/layouts, cost estimate and Resettlement Plan (RP), Land Acquisition Plan (LAP), Environment Management Plan (EMP), Operational plan, Geotechnical Investigation Report, General Drawing Arrangement (GDA) Hydrological & Morphological report and other required documents. Review existing operating, time scheduling, crew management and train controlling practices and make recommendations for improvements by considering the train operating scenario that will be developed with the project implementation.
- (xxiv) Prepare maintenance standards and practices by considering the technologies that will be utilized in the project and by considering the allowable tolerances.
- (xxv) Review existing practices of occupational safety and standards and prepare safety code for ESR.

Task 2. Economic and Financial Assessment

- (i) Prepare an economic analysis of the proposed priority projects. The economic analysis should follow ESR, National and International guidelines for the economic analysis of projects.
- (ii) Provide all analysis and calculations of costs and benefits of the project to

Disclaimer

This tender document and the information contained therein are for information only. The ESPPRA does not make any representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

only in financial terms or economical, but also in terms of safety, environmental impacts, saving on transportation cost and enhancement of trade and commercial activities likely to be created as an outcome of the proposed projects.

- (iii) Calculate the economic internal rate of return (EIRR) for the project. Undertake sensitivity analysis on the risk for various scenarios such as changes to the capacity costs, operation and maintenance costs, traffic volume, and construction period, etc.
- (iv) Conduct willingness-to-pay and other relevant surveys. In consultation with ESR, propose an appropriate rate for a ton/km. Calculate the financial internal rate of return (FIRR) on the same basis as for the EIRR calculation.
- (v) Estimate the required budget for appropriate operation and maintenance the. Assess the financial sustainability and make recommendations as appropriate.
- (vi) Prepare relevant chapters and appendixes of the feasibility study report on economic and financial assessment.
- (vii) Develop a monitoring and evaluation framework. Include in the framework appropriate indicators with baseline data and targets.
- (viii) Study existing railway operation cost structure and recommend suitable formula for periodical revision of railway charges. Identify appropriate benchmark indicators for operational cost adjustments and institutional arrangements to carry out the periodic fare adjustments.

Task 3. Socio-economic Assessment

- (i) Conduct socio-economic assessment of the project area of influence. The baseline socio-economic survey (SES) is to be designed to capture information on the PAPs their resources, employment, and vulnerability. The survey data will lead to the development of a management information system (MIS) that will help the consultation process and assist in planning and implementation.
- (ii) Conduct a benchmark video/ pictures recording of the physical situation of

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

commencement of SES conducted.

- (iii) Identify safeguards and non-safeguards social issues relevant to the project's objectives, scope, and operational characteristics, and specify verifiable social development outcomes of the project.
- (iv) Identify and estimate the likely socio-economic and poverty reduction impacts of the project.
- (v) Assess local demand for the proposed investments, employment opportunities, child labour, HIV/AIDS and human trafficking, affordability, gender, and other social risks that would result from the project and include measures to mitigate social impacts, if any.
- (vi) Propose design features and measures for inclusion in the follow-on investments (including the need for any technical assistance) to address gender, labour, HIV, trafficking, and other social parameters identified in the analysis above.
- (vii) Conduct Stakeholder consultation with key stakeholder groups in terms of social and economic characteristics (gender, ethnic and indigenous minorities; socioeconomic vulnerability, etc.) who would be directly and indirectly affected by the project's objectives and scope, design alternatives, likely positive and negative impacts, possible measures to mitigate adverse impacts and other information that would be of use to the stakeholders. Consultant shall keep the records of such stakeholder consultations.
- (viii) With the participation of stakeholders, identify and analyze the reasons behind the vulnerability of at-risk groups, including their exposure to risks. Suggest participatory development strategies for key stakeholders to apply when designing and implementing the project.

Task 4. Land Acquisition and Resettlement Planning

- (i) For each project, carry out a screening of involuntary resettlement impact. Identify whether the project is likely to lead to private land acquisition, thus, impact on non-titleholders. The screening exercise will also include a due diligence of past social impacts, viz., if land acquisition has been accomplished.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

- (ii) Prepare and complete the checklist for involuntary resettlement.
- (iii) Draft a resettlement framework (RF) as necessary that meets the Government compliance standards. The RF should define categories for impact, eligibility of affected people for compensation and provide an entitlement matrix covering compensation and other assistance for all types of impacts. The RF should provide the methodology for the calculation of compensations based on replacement cost to fully replace the asset. The entitlement matrix should focus on assistance provided to non-titleholders in the urban context.
- (iv) The RF should be based on a consultative process with the executing agency and draw from broad-level consultations with the communities likely to be affected by the subprojects.
- (v) Prepare relevant chapters and appendixes of the feasibility study report on resettlement. The appendixes should include the screening checklist for each subproject.
- (vi) Prepare a resettlement plan (RP) for each proposed subproject) in compliance with the Government's policies and regulations and Human Settlement Authority (HSA)
- (vii) Based on the detailed design, determine the legal status of private land within the right of way (RoW), verify application of customary and traditional laws governing land tenure, usufruct rights, and leasehold. Verify legal boundaries of the RoW with the relevant ministry.
- (viii) Based on the detailed design, conduct census survey of all affected people (APs) and an Inventory of Lost Assets.
- (ix) Conduct a socioeconomic assessment of all APs residing/using the corridor of impact to collect data on family composition, details on age and sex of all the household members, income levels and occupational pattern, vulnerability status, legal ownership status of land (private, traditional, and customary rights, lease), asset occupancy status and skills possessed.
- (x) Assess whether the compensation standards for all types of assets, crops, and trees are based on replacement cost and describe in detail the valuation methodology used. Undertake market surveys to compute replacement value of land.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



Part 2: Section 6. Statement of Requirements

- (xi) Undertake market survey to assess the rental market in nearby areas to ensure security of tenure for non-titleholders.
- (xii) Prepare a comprehensive income and livelihood restoration program, supported by adequate budget, to help APs improve, or at least restore, their incomes and livelihoods. Identify specific measures for the affected poor, ethnic minorities, or other vulnerable households.
- (xiii) Conduct in-depth consultations with the APs, ensuring the involvement of women in the process. Consultations should take the form of public meetings, focus group discussions and one-on-one interviews. Ensure that the consultation process is well documented and demonstrates how the concerns of the affected persons are included to the design of the RP.
- (xiv) Establish a cut-off date for eligibility criteria for non-title holders and ensure and document that it has been publicly disseminated.
- (xv) Prepare overall budget for compensation, resettlement, and rehabilitation assistance.
- (xvi) Based on the draft R&R entitlements prepare an appropriate action plan for additional support required for the vulnerable
- (xvii) Organize workshops on draft R&R policy to receive feedback from identified stakeholders, including implementing agency, line agencies (specifically revenue, forest, tribal welfare, etc.), NGO and others.
- (xviii) Assist ESR to develop a computerized database management system for recording APs and lost assets. The system should reflect the present impact on APs and accordingly the entitlements for APs are planned. The system should be in place from the beginning of the resettlement survey. Also, develop cadastral mapping of affected plots for construction of new alignments using inventory map developed under the feasibility study.
- (xix) Assess the capacity of the Government in implementing the proposed RP and recommend improvements and actions required.
- (xx) If impacts on non-title holders are identified, prepare a nontitle holders Development Plan to minimize adverse impacts on local communities and to enhance their access to project benefits on par with others.
- (xxi) Prepare relevant chapters and appendices of the detailed design report on resettlement planning. The appendixes should include the RP for each

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

project where resettlement impacts have been identified.

Task 5. Environmental Impact and Climate Change Risk Assessment

- (i) Carry out an environmental assessment of the project in accordance with the Eswatini Government's environmental regulations and policies.
- (ii) Classify the project in accordance with the environmental impact assessment requirements under the Eswatini Environment Authority (EEA), Ministry of Environment and Tourism screening checklist for environmental categorization according to the SPS.
- (iii) Depending on the classifications, prepare, as per relevant guidelines of EEA, prepare a comprehensive Environmental and Social Impact Assessment (ESIA) Report and Comprehensive Mitigation Plan that is acceptable to EEA. In preparing the ESIA and/or EIA, a minimum of the following issues must be covered:
 - a) Adequate baseline data representing the environmental conditions of the project site must be collected on physical (air, noise, surface and ground water, soil), ecological (flora, fauna, protected areas) and socio-economic (physical cultural resources, heritage sites, etc.) environmental components.
 - b) Potential impacts on biodiversity including modified, natural, critical habitat (as defined in the SPS) and protected areas and necessary measures to minimize, mitigate, and offset impacts. If the project area has any critical or natural habitat or any critically endangered/locally protected species, detailed background information on such areas and species must be provided and the significance of impact clearly defined. Where necessary, mitigation may include physical measures such as design and construction of wildlife overpass or underpass, linkage of rail signaling systems to detection of wildlife on the rail corridor, implementation of biodiversity conservation activities and other innovative measures. Overall, there should be no net loss of biodiversity as a result of the project.
 - c) Potential waste issues including hazardous materials and

Disclaimer

This tender document and the information contained therein is provided as a guide only. It does not constitute any representation or warranty with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPRA furthermore disclaims any responsibility for 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 ESPRA 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.



Part 2: Section 6. Statement of Requirements

forms of management.

- d) Potential impacts on ambient air and water quality, noise levels and soil and recommendations for suitable mitigation measures. Impacts must be compared with the national standards and World Bank Environmental Health and Safety (WB-EHS) standards.
- e) Climate change risks for the project (such as more and stronger storm surges, more flooding, etc.) in consultation with the Eswatini government, and recommendations for adaptation measures in the engineering design. The adaptation measures must be clearly identified and the additional costs for those measures quantified.
- f) Quantification of greenhouse gas (GHG) emissions expected from the construction activities under the project and GHG emissions and reductions during operation of the railway lines and improved systems. If the gross operation related GHG emissions exceed 100,000 tons per annum, provide recommendations for suitable mitigation and/or offset measures.
- g) Occupational Health Safety issues and measures for the construction workers as well as the local communities in and around the project site following the WB-EHS guidelines.
- h) Potential impacts on physical and cultural resources including sensitive receptors (temples, schools, hospitals, etc.) and measures to avoid, minimize, or mitigate impacts. This must include modelling of air pollution, noise and vibration levels during operation stage at various distances from the edge of the rail Right of Way (ROW) with clear identification of sensitive receptors that will be impacted due to air pollution, noise and vibration levels being higher than baseline levels or higher than the national or WB-EHS standards. For such receptors, clear mitigation measures must be provided.
- i) Public consultations with affected people in the project area including men, women, vulnerable groups with clear documentation on dates of meeting, issues discussed, and total number of male and female participants. Consultations must also

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

be carried out with relevant government agencies (e.g. Forest Department, Agriculture Department, etc.) and relevant environmental NGOs if any.

- j) Grievance Redress Mechanism to address concerns and grievances of the APs in the course of the project cycle.
 - k) Cumulative and induced impact assessment with recommendations for mitigation measures to be implemented within the project, where feasible and for implementation by other agencies responsible for other projects.
 - l) Alternative analysis including the no project option.
 - m) Assessment of the institutional set up and capacity of the EA for meeting environment safeguard requirements of the government. Institutional and capacity needs if any must be identified and planned for with adequate budget provisions.
- (iv) Prepare the StrEIA/ESIA and CMP reports to fulfil the requirements of the government.
 - (v) Prepare an Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMOP) to implement and monitor the mitigation measures with clear information on costs, time frame, responsible agencies, monitoring methods and monitoring indicators and targets.
 - (vi) Incorporate into the StrEIA/ESIA report including EMPs/APs, feedback from all relevant stakeholders including the EEA, ESR, and others. Prepare an Environment Assessment and Review Framework (EARF), if necessary.
 - (vii) During the feasibility study stage, the outputs will be complete StrEIA or ESIA reports and EARF, as necessary fulfilling requirements of both the government and the ESR, including as many site-specific details as possible.
 - (viii) The StrEIA or ESIA prepared during the feasibility study stage must provide clear recommendations for follow-up activities required during the detailed design stage. Recommendations may include but not be limited to:
 - (a) updating the CMP to provide more site-specific details or other updates.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



(b) providing more detailed or updated information and analysis on

Part 2: Section 6. Statement of Requirements

location, expected impact and mitigation measures on sensitive receptors.

- (c) updating the number of trees required for removal.
- (d) conducting air and noise impact modelling; and
- (e) other updates in the reports based on design updates.

The output of the detailed design stage will be the final StrEIA and/or ESIA reports and EARF, as necessary fulfilling requirements EEA.

Task 6. Detailed Engineering Design

- (i) Conduct additional field survey and soil, hydrological, seismic, geometric features, type and condition of drainage structures and foundation investigations required for detailed design along the selected alignment.
- (ii) Conduct hydrological and morphological studies for major bridges and separate reports must be submitted to the client.
- (iii) Detailed engineering design must be done in accordance with, as a minimum, the design codes/guidelines/manuals for Transnet Freight Rail (TFR) Manuals, neighbouring countries and international codes based on the findings of investigations and feasibility study, recommendations of safeguard policy study and universal design for the elderly & disabled persons. All bridges, culverts and sub-structures must be designed in accordance with related standards considering 26 ton per axle locomotive, future electric traction lines, and oversized consignments. The alignment design shall also include all adjustments at third-party infrastructure such as roads, utilities, power transmission lines, etc. required to implement the project. The scale of alignment design drawings shall be or more detailed as appropriate at selected critical locations.
- (iv) Detailed design for the railway project shall be based on the updated conceptual design of the feasibility study and results from additional investigations conducted. Detailed alignment design and layout plan shall be prepared for the proposed route alignment selected in the Feasibility Study.
- (v) Prepare detailed technical specifications for each work item, taking into

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

account relevant proven specifications in use in Eswatini and elsewhere for similar works.

- (vi) The consultant shall also be required to take into consideration the findings and recommendations of social and environmental studies carried out by other consultants during preparation of detailed design and cost estimates.
- (vii) Review designs against anticipated social impacts and do amendments, if necessary, in consultation with ESR.
- (viii) Re-assess benefits and capital costs of the proposed projects and update the economic and financial analysis based on revised cost and benefits and other findings of detailed design.
- (ix) Detailed design for upgrading and construction of new level crossings re-categorized (both authorized and un-authorized) in the feasibility study to ensure safety.
- (x) Detailed design of road flyover/overpass/underpass, pedestrian bridges etc. as recommended in the feasibility study.
- (xi) Prepare the detailed work plan/schedule covering phasing of construction considering interfacing issues, railway operation issues, signaling and safety issues. The plan shall also identify all additional temporary structures and facilities required for construction logistics purpose, access to the site through temporary roads and bridges or similar, storage, campsites etc.
- (xii) Prepare detailed design for existing tracks, additional tracks for areas with doubling and new lines including drainage, cable ducts for signaling, telecom and electric power cables, maintenance.
- (xiii) Prepare detailed operational plan for construction and after construction period. Prepare maintenance plan.
- (xiv) Prepare operation and maintenance (O&M) personnel and other resources/facilities requirements for operation and maintenance works for all components.
- (xv) Prepare engineering design, drawings and layout plan for railway embankment, tracks, stations, and yards, signaling and telecom, drains, bridges, culverts, over pass/fly over/underpass, level crossing, protection works, other structure, drainage, sanitation, and weight bridge, operational and other facilities.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

Task 7. Cost Estimates and Bidding Documents

- (i) Prepare detailed cost estimates based on detailed design and detailed Bills of Quantities (BOQ). The Consultant shall consider the findings and recommendations of social and environmental studies and reflect those in necessary clauses in the tender documents and cost for implementation of the CMP are to be included in detailed in the cost estimate and BOQ.

The accuracy of the BOQ shall be within +/- 10 % for all quantities based on the detailed design.

- (ii) Prepare separate BOQ and bid documents for each spur of construction works as phased by the consultant based on detailed in the engineering design and detailed cost estimates following ESR and government's guidelines for procurement.
- (iii) Prepare unit rate analysis report for each item included in the cost estimate along with all background/ breakup calculation.
- (iv) The cost estimate should be broken down in local (SZL) and foreign (USD) currencies. Local currency costs are again to be broken down to works, equipment, and tax and duties.
- (v) Prepare detailed scope of running lines, marshalling and exchange yards, civil, signaling, telecoms, bridge works and their cost estimates to monitor the construction works.
- (vi) Prepare and/or update technical specification for all components required in the selected projects/components to be used as Employer's Requirements in the bid documents.
- (vii) Assist the Project Management Team in the Bidding Process and Technical Evaluation Committees to evaluate bids.

Task 8. Procurement Assistance

- (i) Prepare the procurement plan and the bidding documents for each

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

contract package using the Eswatini Public Procurement Authority's (ESPPRA's) standard bidding document for procurement of civil works.

- (ii) Upon the client's request, assist ESR in advertising, issuing bidding documents, responding to queries, receiving, and evaluating applications, and other procurement-related activities.

COMPOSITION OF THE STUDY TEAM, QUALIFICATIONS AND ASSIGNED TASKS

The study team should be made up of various specialists, each with a university degree in the relevant discipline and the required years of experience in undertaking studies related to rail infrastructure, sugarcane logistics, general bulk freight management, and civil engineering, sugar/cane science, Agro-economist, environmentalist, etc. The study team should comprise experienced professionals and include national /international consultants as necessary to ensure study relevance and effectiveness in light of prevailing local conditions. To encourage knowledge transfer and capacity building, Consulting Firms are encouraged to incorporate local expertise as much as possible in their proposal. Similar CVs will be tolerated to be part of different Consulting Firms Teams due to limited expertise in the country of certain required specialties.

Following are the key and non-key experts required and the corresponding major activities:

(a) Key Experts (KE's):

1) Key Expert 1 (KE1): Railway Engineer /Development and Planning Specialist / Team Leader

Qualifications: The Railway Engineering, development planning and management specialist will oversee the overall management of the Consultant's team. The Railway Engineering Development Specialist / Team Leader should be a professionally registered qualified engineer with a Master's Degree in Railway engineering or have at least a master's degree in civil/mechanical engineering or

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



Part 2: Section 6. Statement of Requirements

equivalent with at least 15 years of experience in projects of similar nature and scale and scope within the frame of international contracts, and a minimum of 10 years in planning, preparation and design of railway systems and projects, of which at least 5 years as project team leader.

Key Responsibilities:

In addition to defining and supervising the activities of other members of the consultancy team and liaising with ESR, is expected to provide key technical inputs, conduct quality assurance, ascertain consistency of results across individual tasks and studies, and be the day-to-day single point of contact and party ultimately responsible to the client for the work to be conducted under this contract.

His/her main task would be as follows but not limited to:

- Monitor the progress of all planning and design work ensuring that deadlines relating to delivery dates are met,
- Organize and take the lead in the conduct of regular site visits to the SSP sites and service areas for the technical supervision in undertaking the required survey and mapping, and the carrying out of geological and geotechnical confirmatory tests,
- Review strategies and procedures for the optimal rail freight operation of sugar/cane transportation logistics,
- Manage relationships with concerned client representative from ESR,
- Ensure the timely delivery and quality control of all required outputs,
- Take the lead in preparing the drafts of the Inception Report, Monthly Progress Reports, Interim Report, Draft FS Report, and Final FS Report.

2) Key Expert 2 (KE2): Civil Engineer /Transport Logistics Engineer

Qualifications: The Civil/ Transport Logistics Engineer will provide assistance to the Team Leader in the overall supervision of the various assessment study.

He/she should be a professionally registered and have a bachelor's degree in civil/ Transport Logistics or related field. He/she will have at least 15 years of experience

of which ten (10) years of professional experience should be in the field of

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

sugarcane/rail freight planning, costing, and design of rail infrastructure and/or bulk sugar and sugarcane transport logistics projects.

He /she will perform, but not limited to, the following tasks:

- In the absence of the Team Leader, assume full responsibility, including leadership of the Consulting team,
- Undertake the review/updating of design and cost parameters considered in previous studies, in coordination with the other key experts,
- In collaboration with other experts/specialists, select the most appropriate option for the objective of the project based on comparison of other options of development,
- Recommendations of the requisite plant and equipment required for the optimal operation of the scheme and costed.
- Check and review prepared topographic maps of the potential sugarcane growing areas amenable to rail transportation. Locate and layout the proposed bulk in-field to mill sugarcane haulage and sidings network/system,
- Prepare cost comparisons for the different options under consideration and use this as input in the determination of the appropriate project development.

3) Key Expert 3 (KE3): Railway Alignment Engineer

Qualification and Experience: The professionally registered engineer with Master's degree in Civil Engineering, railway engineering or related areas with a minimum of 15 years' experience, and a minimum of 10 years of experience in railway alignment design.

His/her main task would be as follows but not limited to

The main responsibilities for each of the subprojects will include data collection and review, carrying out the required additional surveys, identifying critical engineering requirements and/or problems requiring improvements, and carryout the most cost-effective alignment design.

- Review available maps and survey data for the project areas,

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

- Prepare Base Maps showing the delineated proposed Servitudes, and the location of sidings and other infrastructure and utilities marked thereon,
- Prepare write-up/scheme of work of Rail Spurs and other surveys from which the Scheme of Development of the project shall be based,
- Monitor the conduct of survey works such as Topographic survey of main bulk cane haulage network and sidings,
- Prepare the Topographic maps, Profiles, and Cross-Sections based on the standard formats as specified by the Engineer.
- Based on both current and future sugarcane cropping patterns, determine the transport requirements and based on cane haulage and farm level efficiencies, burn-to-crush delay hours etc, determine which areas would be optimized by switching to rail transportation, and the optimal equipment mix for each option.
- Provide a general layout of the project showing the target areas, rail haulage network and sidings.
- Show the proposed implementation organization.

4) Key Expert 4 (KE4): Railway Track Engineer

Qualifications and Experience:

- Professionally registered engineer with bachelor's Master's degree in Civil and/or railway engineering or related areas.
- A minimum of 15 years' experience.
- A minimum of 10 years of experience in railway track engineering.

His/her main task would be as follows but not limited to:

- The main responsibilities for each of the subprojects will include data collection and review, carrying out the required additional surveys, identifying critical engineering requirements and/or problems requiring improvements, and carry-out the railways super and sub-structure engineering design and advise on cost-effective and sustainable technical measures.

5) Key Expert 5 (KE5): Hydraulics Engineer

Qualifications and Experience:

- Professionally registered engineer with Master's Degree in engineering, or related areas

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

- Min. 10 years of professional experience
- Min. 5 years in hydraulic engineering field.

His/her main task would be as follows but not limited to:

- Shall be responsible for all activities related to the hydraulic aspects of the project works, including design flows for bridges and other drainage structures.

6) Key Expert 6 (KE6): Geotechnical / Geological Engineer

Qualifications and Experience:

- Registered geotechnical/geological engineer with master's degree in civil engineering.
- Min. 8 years of professional experience
- Min. 3 years in embankment design within the region.

His/her main task would be as follows but not limited to:

- Responsible for all activities related to identifying, testing, and classifying of rock and similar naturally occurring materials existing in the project area and/or required for the project, carrying out detailed survey and sub-soil investigations of bridge and any other structures' sites, and analysis and design works for soil/rock slope stabilization.

7) Key Expert 7 (KE7): Railway Bridge/Structural Engineer

Qualifications and Experience:

- Professionally registered Structural engineer with master's degree in civil engineering, majoring in structural engineering.
- Min. 15 years' industrial experience in bridge design.
- Min. 10 years of experience in railway bridge/structure design.

His/her main task would be as follows but not limited to:

- Use the hydrological and soil conditions review and analysis to carry-out structural engineering design for the new bridge structures for the Big Bend Rail Spurs.

8) Key Expert 8 (KE8): Land / Engineering Surveyor

Qualifications and Experience:

- Professionally registered Engineering / Land Surveyor with a Bachelor (B.Sc.) degree in engineering survey, land surveying.
- Min. 15 years' experience in land surveying.
- Min. 10 years in topographic survey, water course survey, rail alignment survey, cadastral, etc.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

His/her main task would be as follows but not limited to:

Determine all necessary topographical, and/or other surveys to be conducted to inform the design process (and possibly also the feasibility study process).

9) Key Expert 9 (KE9): Transport Economist

Qualifications and Experience: The Transport Economist should have a Master's degree in transport economics or equivalent, with at least fifteen (15) years of professional experience and 10 years of experience in economic and financial analysis, 5 years of which on transport/infrastructure projects at least two (2) projects of which were in the planning and design of medium scale multipurpose cane logistics projects.

His/her main task would be as follows but not limited to:

- Undertake the review/updating of design and cost parameters considered in previous studies, in coordination with other key experts. Prepare a quantity and cost estimates for the construction and operation of the scheme (including, but not limited to physical inputs; price structure, cost of transport/haulage, replacement costs (including those of alternatives).
- Gather Agro-economic, freight volumes and logistics data within the project area and supporting data from concerned Government and private entities,
- Conduct economic and financial feasibility models based on standard cost-benefit analysis, to produces economic and financial net present values, internal rates of return and other key metrics of viability, as well as fiscal impact assessments.
- Prepare feasibility level design of cane haulage by rail facilities as well as other required supporting infrastructure as well as farm level facilities, service roads, and drainage structures,
- Identify the various financing alternatives as well as corresponding risks for the identified options being considered during the conduct of the economic

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



study. Further, preliminary economic and financial analyses for the identified alternatives shall be undertaken, including the schemes/options with in-field to mill cane haulage networks. These shall also serve as input in coming up with final recommendations to respond to the objectives of the project.

- Calculate project Financial Internal Rate of Return (FIRR), Economic IRR, Economic Net Present Value (NPV), Financial NPV, and Economic and Financial Benefit/Cost (B/C) ratio.
- Undertake the Sensitivity Analysis.

10) Key Expert 10 (KE10): Environmental and Social Impact Assessment Expert

Qualifications and Experience: He/she should have at least a MSc degree in Environmental Science or Natural Resource Management, with at least 10 years of experience in managing Environmental and Social Impact Assessment studies for large transportation infrastructure. Knowledge of Development Finance Institutions social and environmental safeguards is a requisite as well as consultative approaches and methods for mitigating socio-environmental impacts of large infrastructure projects. He/she must demonstrate a good knowledge of other cross-cutting issues like Climate Change effects, Gender and Inclusive development.

His/her main tasks would be in the following but not limited to:

- Overall coordination of support and expertise within the project team and with appointed specialist (sociologist, ecosystem specialist, aquatic specialist, herpetofauna specialists, etc.), with respect to delivering a positive StrEIA/ESIA including scoping process and review process.
- Undertake the review/updating of environmental and social assessment parameters considered in previous studies,
- Advise on environmental policies and standards,
- Review Environmental Management, Social Management and Quality Control Plans developed by the technical consultants and compliance with set international standards,

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims all liability for 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.



Part 2: Section 6. Statement of Requirements

- Review the potential risks and hazards for communities, livestock, and the biophysical environment in proximity to the operational areas of the rail spur and cane haulage scheme and sidings.
- Review ecological assessment reports and provide interpretation of the information,
- Plan and participate during the stakeholder consultations,
- Prepare the StrEIA/ESIA Report of the project inclusive of all its components and consistent with the requirements of the Eswatini Environment Authority (EEA),
- Respond as necessary to all additional information required and representation on behalf of the proponent (ESR).

Page 95 of 142

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



Part 2: Section 6. Statement of Requirements

(b) Non-Key Experts (N-KE's)				
No.	Title	Relevant Experience and Qualification	Key Responsibilities	Man months
1.	N-KE1: Signal Engineer	<ul style="list-style-type: none"> professionally qualified engineer with bachelor's degree in railway engineering, or related areas Min. 15 years' experience Min. 10 years of experience in railway signal engineering and system design 	Design of signaling system and telecommunication system in railway projects.	
2.	N-KE2: Telecommunication Engineer	<ul style="list-style-type: none"> professionally qualified engineer with bachelor's degree in telecommunication engineering Min. 15 years' experience Min.10 years of experiences in railway telecommunication system design telecommunication engineering or related areas Min. 10 years of professional experience Min.5 years of experiences in railway telecommunication 	Design of signaling system and telecommunication system in railway projects.	
3.	N-KE3: Social/Resettlement/ Specialist	<ul style="list-style-type: none"> Bachelor's degree in social science/ town or/ regional planning/ Min. 8 years of professional experience Min. 3 years of experience in social development and resettlement infrastructure projects 	All activities related to social and resettlement, including development of the resettlement plan, data for affected settlers etc. Details are under Task 4	

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

4.	N-KE4: Procurement Specialist/ Quantity Surveyor	<ul style="list-style-type: none">• Bachelor's degree in quantity survey, post-graduate degree preferred.• Min. 10 years of professional experience• Min. 5 years in	Preparing and/or reviewing bid documents, including relevant supporting documents such as instructions to tenderers, draft contract documents, conditions of contract; general and technical specifications, BOQs, and relevant drawings.	
----	--	--	---	--

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

CALENDAR AND DURATION

- 5.1 The overall duration of the Feasibility Studies activities is estimated at **6 months**.
- 5.2 The Consultant may propose a different sequence with motivated justifications or demonstration of advantages in terms of duration. In this case, the Consultant should also adjust the schedule of deliverables.

DELIVERABLES, SUPERVISION AND COORDINATION

Deliverables

At critical times of the Feasibility Studies progress, the Consultant will deliver reports and hold presentation meetings with the Client and stakeholders as per the following:

Reports	Submission Deadline (no. of months after commencement)
1. Inception Report: which shall be submitted to ESR for approval, shall include the detailed work program for the scope of work of the study, and a detailed schedule for all work, including field work related to applicable activities. The Inception Report shall also include the fulfilment of the study conditions listed in this TOR as well as approaches and methodologies to be utilized in the development of the study.	1
2. Monthly Progress Reports – which shall include, among others, the status of implementation of the study in relation to the scope of work, as well as preliminary results of the study. Submit technical reports as and when they are completed in line with the deliverables agreed upon in the TORs and the approved time schedule.	2
3. Specific Report: A draft Feasibility Study Report on the economic and financial feasibility of the SSP and associate cane haulage infrastructure as well as the bidding documents and BOQs to be approved before tendering process. The Report shall contain the main report with detailed scope of work, all technical aspects, drawings/layouts, cost estimates and Resettlement Plan (RP), Land Acquisition Plan (LAP), StrEIA/ESIA Reports and Environment Management Plan (EMP), Operational plan, Geotechnical Investigation Report, Hydrological & Morphological report, and other required documents.	4
4. Draft Final Report and Bidding Documents for the three rail spurs projects	5

Disclaimer
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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

(including the detailed design).	
5. Final Report: will be delivered in hard copies with a soft version on an appropriate media and editable formats (e.g., CD/USB Drive/Web Storage Drive and DOCX, DWG, DXF, etc). Draft reports, monthly/quarterly progress reports, and all other interim reports will be delivered in soft version only.	6

Supervision

The Eswatini Railways (ESR) will manage and supervise the Study as the Executing Agency (EA). A Project Committee (PC) was established comprising senior representatives from other departments concerned. The PSC will provide guidance to the Executing Agency, review key decision-making reports, and assist in the selection of the best options for further development on the basis of the Consultant findings and recommendations.

Coordination

The Consultant will convene with the Executing Agency (EA), during the contract period, quarterly and *ad hoc* coordination meetings to: (a) discuss the progress of the work and preliminary outputs; (b) give the EA the opportunity to make comments and suggestions on a timely basis; and (c) resolve problems and issues that may be encountered.

DATA AND SERVICES TO BE PROVIDED BY THE CLIENT

The Client will:

- a. Facilitate in establishing communication with the relevant institutions.
- b. Liaise and assist the consultant in obtaining any other information and documents required from other government agencies in Eswatini and SADC countries and which the Client considers essential for conducting of the assignment.
- c. Provide assistance to obtain work permits for staff of the Consultant if required,

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 2: Section 6. Statement of Requirements

- d. Provide assistance in obtaining Customs and Tax Exemptions as detailed in Special Conditions of the Consultancy Agreement and General Conditions of Service.
- e. Arrange consultative meetings and ensure linkage with relevant regional authorities; and the Consultant shall operate their own project office and *shall bear all accommodation, local transportation, visas, and other costs and incidental expenses necessary to carry out the assignment.*

The Client will make available to the successful Consulting Firm copies of the following studies:

#	File Reference No.	Description
	Geotechnical Report	
1.	02-2718-R-C-001-0	Geotechnical Desk-top Study for the Proposed 16.6km Big Bend Rail Spur Between the Sugar Mill and Big Bend Station
	Drawings	
2.	From: 00-2718-RL-DGA-001-A to: 00-2718-RL-DSE-041-A	Set of 46 Drawings comprising of plan layouts, longitudinal and cross-section drawings of the Big Bend Station to Big Bend Mill Spur, available in PDF format only.
	Historical Reports	
3.	01 SSA	Mhlume Rail Spur - Pre-Feasibility Report 1992 May
4.	02 SSA	Submission in Respect of Eng Feasibility Report 1991 July
5.	03 SSA	Big Bend Rail Spur - Eng Feasibility Report 1991 August
6.	05 SSA	Simunye Rail Spur - Pre-Feasibility Report 1992 May
7.	06 SSA	West to East Rail Link - Pre-Feasibility Report 1993 August
8.	2718-amc	Big Bend Sugar Spur Feasibility Study Update 2011
	Hydrological	
9.	00-2718-R-C-002-0	Big Bend Railway Spur Desktop Hydrology Assessment Report
10.	00-2718-R-C-003-0	Big Bend Railway Spur - Design Flood Hydrology Study Report
	Other	
11.	-	SR _ Ubombo Sugar Spur Line and Cane Haulage.pdf

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty of 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.



Part 2: Section 6. Statement of Requirements

12.	-	1st Sugar Spur Lines and Cane Haulage Meeting.pdf
13.	-	Activities _ Mhlume _ Simunye Spur Line.xlsx
14.	-	Meeting Between RSSC SR - 8 December 2017.docx

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Consultancy Services

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Consultancy Services available on the Agency's website except where modified by the Special Conditions below.

Page 102 of 112

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims 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.



Section 8. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is:
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2(k)	Member in Charge: The Member in Charge is:
GCC 4.1(f)	Contract Documents: Other documents forming part of the contract are:
GCC 4.4	Authorised Representatives: The Authorised Representatives are: for the Procuring Entity: for the Consultant:
GCC 5.1	Law: The Contract shall be governed by the Laws of Eswatini.
GCC 7.1	Notices: The addresses for Notices are: for the Procuring Entity : Physical Address: Town/City: P. O. Box No: Country: Telephone: Email: For the Consultant Physical Address: Town/City: P. O. Box No: Country: Telephone: Email:
GCC 8.1	Commencement: The Period within which the Services shall have commenced is:
GCC 17.2	Dispute settlement: Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.
GCC 18.1	Completion of the Services: The Period within which the Services shall have been completed following commencement of the Services is:

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 19.5(c)	Further Assistance: The Procuring Entity shall provide the following further assistance:
GCC 20.1	Counterpart Staff: Counterpart Staff be provided
GCC 21.2	Payment currencies: Payments shall be made in the currency or currencies of the contract price. The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial proposal opening
GCC 22.1	The Contract is a (<i>Lump Sum, Time based contract, etc</i>).
GCC 24.1	Documentation for Payment: The following documentation shall be required to support invoices requesting payments:
GCC 25.1	Payment Schedule: The payment schedule shall be:
GCC 26.1	Advance Payment Guarantee: An Advance Payment Guarantee required. The period of validity of the Advance Payment Guarantee shall be:
GCC 27.1	Payment Period: Payment shall be made by the Procuring Entity within days of receipt and certification of the invoice accompanied by supporting documents and within days in the case of the final payment.
GCC 31.5	Additional provisions: The additional provisions for Personnel time are:
GCC 32.1	Price variation: The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	Taxes and duties: The Consultant bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:
GCC 34.5(c)	The Procuring Entity's prior approval: The Procuring Entity's prior approval is also required for:
GCC 36.1	Joint Venture requirements: The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 38.3(b)	Additional activities prohibited: The following activities are prohibited:
GCC 39.3	Total Liability: The total liability under the Contract shall be the total contract value.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any liability for 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.



Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 40.1	Insurance taken out by Consultant: The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 44.1	Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows:
GCC 47.2	Personnel entitlements: The Key Personnel shall be entitled to payment for:

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any responsibility for 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.



Section 9. Contract Forms

Table of Contract Forms

Agreement	107
Advance Payment Security	109

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims 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.



Agreement

For Lump Sum/Time Based Contracts

This Agreement is made this..... day of the month of between of (hereinafter called the “Procuring Entity”) and of hereinafter called the “Consultant”).

WHEREAS

- (a) the Procuring Entity has requested the Consultant to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Entity shall pay the Consultant the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (Authorized Representative of the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (Authorized Representative of the Consultant)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____



Appendices

APPENDIX A **STATEMENT OF REQUIREMENTS**

[Detailed descriptions of the Services to be provided, dates for completion of tasks, location of tasks, etc.]

APPENDIX B **KEY PERSONNEL AND SUB-CONTRACTOR**

- B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).
- B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Eswatini). (Section 4 Table 4.1.5)
- B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.
- B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]
- B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.7). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 48.

APPENDIX C **BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- C.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :
- C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)
- C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX D **BREAKDOWN OF CONTRACT PRICE IN ESWATINI LILANGENI**

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

- D.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (S. 4 Table 4.2.2)
- D.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- D.3. Breakdown of Reimbursable expenditures (Section 4 Table 4.2.4)
- D.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5). This appendix will exclusively be used for determining remuneration for additional services.

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims 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.



[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: *[insert date (as day, month, and year) of Advance Payment Security]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Consultant]* (hereinafter called “the Consultant”) shall deposit with the Procuring Entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until *[insert day and month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Disclaimer

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 representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims 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.

