

Request For Proposal (RFP): PUBLIC PRIVATE PARTNERSHIP (PPP) FOR THE DEVELOPMENT OF ESWATINI ASSOCIATION FOR CRIME PREVENTION AND THE REHABILITATION OF OFFENDERS (ESACRO)

REQUEST FOR PROPOSAL (RFP)

PUBLIC PRIVATE PARTNERSHIP (PPP) FOR THE DEVELOPMENT OF ESWATINI ASSOCIATION FOR CRIME PREVENTION AND THE REHABILITATION OF OFFENDERS (ESACRO)

REFERENCE NUMBER: TENDER NO. 001 OF 2019/2020

AUGUST 2019



Esacro strives to be the leader in crime prevention, Rehabilitation & Re-Integration of offenders in Eswatini



ADVERTISEMENT

“INVITATION TO TENDER FOR THE DEVELOPMENT OF ESACRO INTO A MIXED USE DEVELOPMENT THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP)”

TENDER NO. 001 OF 2019/20

1. Tenders are hereby invited from suitably qualified consultant/bidder/bidders shortlisted to bid for the ESACRO Mixed land use development.
2. Completed Tender Documents shall be delivered in a sealed envelope to:

**The Executive Director of ESACRO
ESWATINI ASSOCIATION FOR CRIME PREVENTION AND THE
REHABILITATION OF OFFENDERS (ESACRO)
Plot 1418/1241 Extension 12
Stanley Street, Trelawney Park, Manzini
P. O. Box 3230
Manzini
Eswatini**

Not later than 12 noon Eswatini time on the **30 September, 2019** at which time, the tenders will be opened in public.

On the outside, the envelope shall be clearly marked:
“CONFIDENTIAL” TENDER NO. 001 OF 2019/20

“INVITATION TO TENDER FOR THE DEVELOPMENT OF ESACRO INTO A MIXED USE DEVELOPMENT THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP)”

(Not to be opened before 12 Noon on the 30th September, 2019.

BY MANAGEMENT



LETTER OF INVITATION (LOI)

Dear Sir /Madam,

1. Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) hereby seeks the services of consultant/bidder/bidders to undertake ESACRO Mixed Land Use Development. The Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) intends to get competitive Bids from reputable and experienced Project Development Companies and Investors, either as individual firm or consortium, with the requisite capabilities to participate in the competitive bid for the development of the site into a Mixed Use Development. The proposed project site is Plot 1241 and 1418 Stanley Street, Trelawney Park, Manzini only 6465 m² will be used for the proposed development. The envisioned PPP project is a Design, Build, Finance, and Operate (DBFO) model.

The Request for proposal will ask for proposal from all C1 Contractors as graded by the Construction Industry Council (CIC).

2. Request for Proposal documents are obtainable from **26th August, 2019** during office working hours (08:00hrs and 16:45 hrs.), at the ESACRO offices Manzini upon payment of a non-refundable fee of **E500.00** (Five Hundred Emalangeneni) per set. Copies of the RFP documents can also be downloaded from the SPPRA website at www.sppra.co.sz as from the **26th August, 2019**.
3. Completed RFP documents signed and sealed marked: "Request for Proposal: **PUBLIC PRIVATE PARTNERSHIP (PPP) FOR THE DEVELOPMENT OF ESACRO MANZINI**, Tender No.001 of 2019/2020"- Do Not Open before 12:00hours (Eswatini time) on the **30th September, 2019**" and addressed to:

**The Executive Director of ESACRO
ESWATINI ASSOCIATION FOR CRIME PREVENTION AND THE
REHABILITATION OF OFFENDERS (ESACRO)
Plot 1418/1241 Extension 12
Stanley Street, Trelawney Park, Manzini
P. O. Box 3230
Manzini
Eswatini**

4. The following attachments should accompany the tender document, **Certified copy of a valid Trading License** Original/Valid Tax Compliance Certificate, **Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J')** or owner/s in the case of unincorporated persons, **Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent)for incorporated persons, proof of Construction Industry**



Council classification; and Certified copy of Labour Compliance Certificate, Original receipt of RFP purchase.

The Association does not bind itself to accept the lowest or any tender.
No late or telegraphic tenders will be considered.

The detailed proposal shall include, but not limited to, the activities outlined in the TOR.

1. The RFP includes the following documents:
 - Section 1 - Instructions to Tenderers
 - Section 2 – Form of tender and qualification information
 - Section 3 – Terms of Reference
 - Section 4 – General conditions of contract.

Please note that ESACRO reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

BY MANAGEMENT



SECTION 1 Instruction to Consultants/Bidders

1.1 DEFINITIONS

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract
- (c) “Contract” means the Contract signed by the Parties and all the attached documents that is the General Conditions (GCC), the Special Conditions (SCC), and the Appendices
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions
- (e) “Day” means calendar day
- (f) “Government” means the government of Eswatini
- (g) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal
- (k) “RFP” means this Request For Proposals
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract
- (m) “Sub-Consultant” means any person or entity with whom the Consultant Subcontracts any part of the Services
- (n) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.



1. Introduction

1.1 The Client named in the Data Sheet will select an Engineering firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.

1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is **Compulsory**.

Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

2.1 Consultants are required to provide professional, objective, and impartial advice/services and at all times hold the Client's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.



3. Commissions

3.1 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form.

4. One Proposal

4.1 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

5. Validity

5.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals.

Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

6. Clarification and Amendment of RFP Documents

Consultants may request a clarification of any of the RFP documents up to the:

6.1 numbers of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below;

6.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them.



Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. Preparation of Proposals

7.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.

7.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

7.3 While preparing the Technical Proposal, Consultants must also give particular attention to the following:

- (a) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet; the Proposal shall be based on the number of Professional staff-months estimated by the Consultants.
- (b) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

8. Preparation of the Technical Proposal

8.1 As required in Form TECH-2, Part C, the following documents must be attached to the Technical Proposal as Appendices:

- Certified copy of a relevant Trading License or equivalent for foreign consultants;
- Original/Valid Tax Compliance Certificate, or equivalent for foreign consultants;
- Certified copy of current Certificate of Company Registration, or equivalent for foreign consultants;
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent);
- Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent); and
- Police Clearance for company directors
- Certified copy of the Labour Compliance Certificate.
- Construction Industry Council proof of classification



8.2 Consultants are required to submit a Full Technical Proposal.

The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms:

(a) For the Technical Proposal, evidence of the Consultant's financial standing must be provided in the form of certified copies of financial statements and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Consultants' organization and an outline of the Consultant's recent experience of a similar nature as required in Form TECH-2, Part B and C. For each assignment, the outline should indicate the names of Sub-consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture.

Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs.

Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(b) Form TECH-2 (C) request that the consultant includes certified copies of: trading license tax clearance certificate, form 'J' and form 'C', or for foreign Consultants' similar documents.

(c) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3).

(d) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.

(e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5).

(f) Estimates of the staff input (staff-months of foreign and local professionals)



needed to carry out the assignment (Form TECH-7). The staff months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(g) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-

(h) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

(i) Declaration of Eligibility (Form TECH-9). All Consultants must meet the following criteria, to be eligible to participate in public procurement.

8.3 The Technical Proposal shall not include any financial information. A Technical Proposal, which contains financial information, may be declared non-responsive.

9. Preparation of the Financial Proposal

9.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

9.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

9.3 The Consultant shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

9.4 Consultants must express the price of their services in Emalangeni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1

10. Packing and Submission of Proposal

10.1 The original proposal (Technical Proposal and Financial Proposal); shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1



10.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

The signed Technical and Financial Proposals shall be marked “Original”.

10.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para 12.1 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

10.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial

Proposal shall be placed in a sealed envelope clearly marked “Financial

Proposal” followed by the Tender Number and the name of the assignment, and with a warning **“Do Not Open With the Technical Proposal.”**

The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.

This outer envelope shall bear the submission address and reference number and be clearly marked “Do Not Open before [insert the time and date of the submission deadline indicated in the Data Sheet]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.

11. Latest Date for Submission

11.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.

12. Opening of Technical Proposals

12.1 The Client shall open the Proposals immediately after the deadline for their submission.



12.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

13. Evaluation of the Technical Proposals

13.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

14. Opening of Financial Proposals

14.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. A Copy of the record shall be sent to all Consultants who request it.

15. Evaluation of Financial Proposals

15.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

15.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).



16. Evaluation (Least Cost)

16.1 The Consultant whose technical proposal has achieved the minimum qualifying mark and whose financial proposal is the lowest will be invited for Negotiations.

17. Evaluation of Quality Cost based Proposals

17.1 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

18. Place and Time for Negotiations

18.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

19. Technical Negotiations

19.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

20. Financial Negotiations

20.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract;



and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

20.2 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available.

The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

20.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

20.4 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

20.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

21. Commencement of Assignment

21.1 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

22. Corrupt, collusive, fraudulent or coercive practices

22.1 Consultants should be aware that a consultant who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.

“Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the



procurement process or in contract execution;

“Collusive” practices mean a scheme or arrangement between two or more consultants, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.

INSTRUCTIONS

1.2 One bid per Bidder.

Each consultant/bidder shall submit only one bid. A Developer who submits or participates in more than one bid will result in disqualification.



1.3 Cost of bidding.

The consultant/bidder shall bear all costs associated with the preparation and submission of this bid, and the Executive Director will, in no case, be responsible or liable for those costs.

1.4 Content of Bidding Documents.

The set of bidding documents comprises the documents listed below and any addenda issued:

- Invitation to bid
- Instructions to bidders
- Forms of bid and qualification Information
- Conditions of contract

1.5 Clarification of bidding documents.

A prospective consultant/bidder/bidder requiring any clarification of the bidding documents may notify the Executive Director in writing or by email at the Executive Director's address indicated in the invitation to bid. The Executive Director will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Executive Director's response will be forwarded to all consultant/bidder/bidders, including a description of the inquiry, but without identifying its source.

1.6 Amendment of bidding Documents.

Before the deadline for submission of bids, the Executive Director may modify the bidding documents by issuing addenda.

Any addendum issued shall be part of the bidding documents and shall be communicated in writing or by email to all Tenderers. Prospective bidders shall acknowledge receipt of each addendum by email to the Executive Director.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Executive Director shall extend, as necessary, the deadline for submission of bids.

1.7 Documents comprising the bid.

The bid submitted by the bidder shall comprise the following:

- (a) The bid
- (b) Qualification Information Form and any other materials required to be completed and



submitted by bidders, as specified in these instructions to Bidders.

1.8. Bid validity Bids shall remain valid for a period of 60 days from date of tender opening. In exceptional circumstances, the Executive Director may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid.

1.10. Format and signing of bid The bidder shall prepare one original of the documents comprising the bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit 3 copies of the Bid, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Original will be kept by the Executive Director for record purposes.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. **All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.**

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Executive Director, or as necessary to correct errors made by the Bidder, in which case **such corrections shall be initialed by the person or persons signing the Bid.**

1.11. Sealing and marking of bids The bidder shall seal the original and the copy of the Bid in two separate envelopes duly marking the envelopes as "ORIGINAL" and "COPIES" respectively.

The envelopes shall;

-be addressed to the Executive Director at the address provided in the tender advertisement.

-bear the name and identification number of the Contract as defined.



- provide a warning not to open before the specified time and date for Bid opening.

In addition to the identification required, the envelopes shall **indicate the name and address of the bidder** to enable the bid to be returned unopened in case it is declared late.

If the envelopes are not sealed and marked as above, the Executive Director will assume no responsibility for the misplacement or premature opening of the bid.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** followed by the name of the assignment. The outer envelope shall bear the submission address, reference number and be clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 12 NOON LOCAL TIME ON THE 30th SEPTEMBER, 2019”**.

1.12. Deadline for sub-mission of bids

Bids shall be delivered to the Executive Director at the address specified in the tender advertisement and no later than the time and date specified.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the employer and the bidders previously subject to the original Deadline will then be subject to the new deadline

1.13. Late bids

Any bid received by the Executive Director after the prescribed deadline will be returned unopened to the bidder.

1.14. Bid opening

The employer will open the bids, in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in the tender advertisement. The Employer will prepare a record of the opening.

1.15. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer’s processing of bids or award decisions will result in the rejection of the bid.



1.16. Clarification of bids To assist in the examination, evaluation, and comparison of bids, the Executive Director may, at the Executive Director's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.

The request for clarification and the response shall be in writing, or email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Executive Director in the evaluation of the bids.

1.17. Correction of errors Bids determined to be substantially responsive will be checked by the Executive Director for any arithmetic errors. Errors will be corrected by the Executive Director as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Executive Director there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

1.18. Evaluation and award criteria The Executive Director will evaluate and award only those bids determined to be substantially responsive to the bidding documents.

1.18.1 Intention to Award All bidders are required to provide their email addresses to the Authority through which they will be notified of the intention to award on the day that the intention is sent to Swaziland Public Procurement Regulatory Agency (SPPRA).



1.19. Executive Director's right to accept any bid and to reject any or all bids

The Executive Director reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Executive Director's action.

1.20. Notification of award and signing of agreement

The bidder whose bid has been accepted will be notified of the award by the Executive Director prior to expiration of the bid validity period by a letter. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security if required and signing the Agreement.

The Executive Director will notify the other bidders that their bids have been unsuccessful.



TO CONSULTANTS

Proposal Data Sheet

Paragraph reference	
1.1	Name of the Executive Director: Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) Method of selection: Quality & Cost-based Selection (QCBS)
1.2	Validity
	Proposals must remain valid for 120 (One Hundred and Twenty) days after the submission date.
1.3	Clarification and Amendment of RFP Documents
	Clarifications may be requested in writing (email only), 10 days before the submission. The Address for requesting clarification is: sacromanziandmbabane@yahoo.com
1.4	Preparation of the Technical Proposal



	<p>The following documents shall be included as appendices to the Technical proposal if tendering as required in Form Tech-6 (In case of Joint Venture each member must provide the following documents:</p> <ul style="list-style-type: none"> • Certified copy of a valid Trading License; • Original/Valid Tax Compliance Certificate; • Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons; • Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons; and • Certified copy of Labour Compliance Certificate (if Engineering Firm is an Executive Director). • Directors' / Partners' police clearances. • Original receipt of RFP purchase • Proof of Construction Industry Council classification
1.5	Preparation of the Financial Proposal
	Financial Proposals must show the proposed amount for the development, inclusive of VA the repayment period (not less than 5 years) and the repayment schedule
1.6	Packing and Submission of the Proposal
	<p>The Engineering firms must submit One (1) original and Three (3) copies of the Technical and Financial Proposal.</p> <p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked "Technical Proposal –Tender No. 001 of 2019/2020"</p> <p>The two envelopes must be enclosed in a sealed outer envelope, which shall be marked "Request for Proposal:"</p>



	<p>Titled:</p> <p>PUBLIC PRIVATE PARTNERSHIP (PPP) FOR THE DEVELOPMENT OF ESACRO MANZINI, Tender No.001 2019/2020 and addressed to:</p> <p>The Director ESACRO Manzini P.O. Box 3230 Manzini. Failure to mark the envelope clearly and accurately may result in rejection of the application. The Proposal should be deposited in the RFP Box situated at Manzini, Plot 1241 and Extension 12, Stanley Street, Trelawney Park, at the latest by 12:00noon (Eswatini time) on 30 September, 2019. Late application will not be considered.</p>																						
1.7	<p>Evaluation of the Technical Proposals</p>																						
	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:</p> <table border="1" data-bbox="384 824 1434 1563"> <thead> <tr> <th data-bbox="384 824 1225 898">Category:</th> <th data-bbox="1225 824 1434 898">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 898 1225 965">Organizational Capacity</td> <td data-bbox="1225 898 1434 965">10</td> </tr> <tr> <td data-bbox="384 965 1225 1032">Quality Control</td> <td data-bbox="1225 965 1434 1032">10</td> </tr> <tr> <td data-bbox="384 1032 1225 1099">Adequacy of the proposed work plan & approach</td> <td data-bbox="1225 1032 1434 1099">15</td> </tr> <tr> <td data-bbox="384 1099 1225 1167">Expertise of the organization related to project</td> <td data-bbox="1225 1099 1434 1167">10</td> </tr> <tr> <td data-bbox="384 1167 1225 1234">Technical proposal and design</td> <td data-bbox="1225 1167 1434 1234">10</td> </tr> <tr> <td data-bbox="384 1234 1225 1301">Previous experience in similar PPP financing</td> <td data-bbox="1225 1234 1434 1301">20</td> </tr> <tr> <td data-bbox="384 1301 1225 1368">Equipment capabilities</td> <td data-bbox="1225 1301 1434 1368">10</td> </tr> <tr> <td data-bbox="384 1368 1225 1435">Testing of existing pavement and analysis</td> <td data-bbox="1225 1368 1434 1435">5</td> </tr> <tr> <td data-bbox="384 1435 1225 1503">Local Preference on citizen owned enterprise</td> <td data-bbox="1225 1435 1434 1503">10</td> </tr> <tr> <td data-bbox="384 1503 1225 1563">TOTAL</td> <td data-bbox="1225 1503 1434 1563">100</td> </tr> </tbody> </table> <p>The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria</p> <p>The minimum Technical Score (St) required to pass is: 60 (seventy) %</p>	Category:	Points	Organizational Capacity	10	Quality Control	10	Adequacy of the proposed work plan & approach	15	Expertise of the organization related to project	10	Technical proposal and design	10	Previous experience in similar PPP financing	20	Equipment capabilities	10	Testing of existing pavement and analysis	5	Local Preference on citizen owned enterprise	10	TOTAL	100
Category:	Points																						
Organizational Capacity	10																						
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TOTAL	100																						
1.8	<p>Evaluation of the Financial Proposals</p>																						



	<p>Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender.</p> <p>Evaluation will take place in Lilangeni (SZL) only.</p>
1.9	Evaluation of Quality Cost Based Proposals
	<p>The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. Proposals will be ranked according to the 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. The weights given to the Technical and</p> <p>Financial Proposals are: T = 0.7 P = 0.3</p>
1.10	Modifications and Withdrawal of RFP
	<p>Engineering Firm/s may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the ESACRO Organization prior to the deadline for its submission. A withdrawal notice may also be sent to sacromanziniandmbabane@yahoo.com followed by a signed confirmation copy.</p> <p>Engineering Firm's representative shall initial Tender submission changes or modification in black ink.</p> <p>No Tender may be modified after the deadline for submission.</p> <p>No Tender may be withdrawn in the interval between the deadline for submission and the expiration of its validity.</p>
1.11	Negotiations
	<p>Expected address for contract negotiations: ESACRO Manzini, P.O. Box 3230, Manzini, Eswatini</p>
1.12	Commencement of Assignment



	<p>The assignment is expected to commence on or before 04th November, 2019 or immediately after contract award (subject to confirmation by the Local Authority).</p>
--	--



A. General	
GCC 1.1 (o)	The Executive Director is: Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO)
GCC 1.1 (r)	The duration of the project shall be: 5 years.
GCC 1.1 (u)	The Project Manager is: Desmond Nkosinathi Maphanga Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) Email: sacromanziniandmbabane@yahoo.com , desmond.maphanga@sacro.sd.org & desmond.maphanga@gmail.com
GCC 1.1 (z)	The Start Date shall be: Within 1 week after receipt of letter of short listing.
GCC 2.1.	Site Investigation Reports are: Not applicable.
GCC 3.1	The Site Possession Date(s) shall be: advised.
B. Time Control	
GCC 4.1	N/A
D. Cost Control	
GCC 5.1	N/A

EVALUATION OF THE TECHNICAL PROPOSALS

CRITERIA	WEIGHING FACTORS	SCORE
Adequacy for the Project	<ul style="list-style-type: none"> ✓ Relevant technical expertise ✓ Competence of key management, professional and technical personnel ✓ Technical team CVs ✓ Availability of resources ✓ Size of team to handle project within a given period 	30%
Relevant Experience	<ul style="list-style-type: none"> ✓ Previous projects of this nature and magnitude ✓ Role of Tenderers in previous projects ✓ Experience of project leader and/or team in similar projects 	20%
	<ul style="list-style-type: none"> ✓ Delivery of the service 	



Methodology	✓ Roles of each team member	30%
Local Participation	<ul style="list-style-type: none"> ✓ What percentage of management and technical team is local ✓ Joint venture with local company (if service provider is foreign) ✓ Skills transfer to locals 	20%
	TOTAL	100%



SECTION 2

TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of 'Instructions to Consultants' informs about, the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization, Experience and Financial Standing

A. Consultant's Financial Standing

B. Consultant's Organization

C. Consultant's Experience

TECH-3 comments and suggestions on the terms of reference and on counterpart staff and facilities to be provided by the client

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Proposed Timelines

TECH-6 Document comprises the Proposal (For Valuation Firm (S))

TECH-7 Work Schedule

TECH-8 Declaration of Eligibility



FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[>>>Location, Date>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [>>short description of what the Consultants are required to do>>] in accordance with your Request for Proposal dated [>>>Insert date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal

We are submitting our Proposal in association with: [>>Insert a list with full name and address of consultant or each associated consultant>>]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand the Organization ESACRO of Manzini is not bound to accept the lowest or any proposal.

We remain,



Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]



FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE

<p>1. What is the size of the firm from which the Assignment would be performed? Please provide information on the number for each level of professional staff in the Engineering firm.</p>	
<p>2. Please provide the number of Assignments performed annually by the Engineering firm.</p>	
<p>3. What experience does the firm have in Local Authorities development?</p>	
<p>4. What is the nature of the firm’s affiliation with its worldwide firm? If it has!! 5. What is the nature of the firm’s access to the worldwide firm’s knowledge base and other resources to support its work?</p>	
<p>6. What arrangements does the Engineering firm have to ensure that if key personnel (partners, managers, Engineers in charge, specialist) proposed for the Assignment cannot be made available, must be substituted during the course of the engagement, that similarly qualified and experienced staff can be assigned in their place in a timely fashion?</p>	
<p>7. Are there any legal actions or potential conflicts of interest that may impact the ability to provide the services to the Local Authority?</p>	
<p>8. Can the Engineering firm provide references to support its proposal? Please state three recent references with contact persons and contact details</p>	

FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT



1. Please provide the organ gram structure of the organization in relation to the team to be assigned for the services	
2. Please provide the CVs of the proposed partners, managers and any specialists	
3. Note the professional and academic qualifications, years of experience, recent professional development activities, and experience with Assignments of Local Authorities.	
4. What is the time allocation for the various proposed members of the professional team?	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these CVs correctly describe the, qualifications, and experience of the team to be assigned for the Engineering services. I understand that any willful misstatement described herein may lead to the firm’s disqualification or dismissal, if engaged.

Date:

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



[Technical approach, methodology and work plan are key components of the Technical Proposal. The presentation of the Technical Proposal can be up to (30 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

FORM TECH-5: PROPOSED TIMELINES



ACTIVITY	TIME FRAME	START AND COMPLETION DATE
a) Consultant briefed by ESACRO of Manzini Management.		
b) Consultant provides a schedule of project implementation		
c)		

It is the intention of ESACRO that the assignment should be completed within 12 months.

FORM TECH-6: DOCUMENTS COMPRISING THE PROPOSAL



The Technical Proposal must include the following documents:

- Signed Declaration of Eligibility (TECH-9 below);
- Certified copy of a valid Trading License;
- Original/Valid Tax Compliance Certificate;
- Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons;
- Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons
- Original Receipt of E500.00 for the RFP Document
- Certified copy of Labour Compliance Certificate (if Engineering Firm is an Executive Director).

A copy of approved registration notice with Construction Industry Council.

FORM TECH-7: WORK SCHEDULE



[The Engineering firm 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 own declaration.]

[>>>Name of Valuation firm, Address, and Date>>>]

To: The Executive Director

Eswatini Crime Prevention and the Rehabilitation of Offenders
P.O. Box 3230
Manzini

Dear Sirs,

Re: RFP Reference: TENDER No. 001 OF 2019/2020

We hereby declare that: -

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) I/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) I/We have fulfilled our obligations to pay taxes and social security contributions;
- (d) I/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
- (e) I/We do not have a conflict of interest in relation to the procurement requirement.

Signed

Authorized Representative



Date

Section 3 Financial Proposals – Standard Forms

SECTION 3

FINANCIAL PROPOSAL - STANDARD FORMS



Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to instructions provided under para. 10 of the 'Instructions to Consultants'.

FIN-1 Financial Proposal Submission
Form

FIN-2 Summary of Proposal or Activity
Costs

FIN-3 Summary of Fees

Section 3 Financial Proposal

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM



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

[>>>Location>>>

]

[>>>Date>>>]

Procurement Reference No: [>>>insert Proposal Reference number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the consulting services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals;

(b) The total price of our proposal is Emalangeni: [>>insert the total proposal price in words and figures>>], inclusive of local taxes [amend if local taxes are not required to be included];

(c) The Cost per day for including taxes is Emalangeni (>>insert the total proposal price in words and figures>>)

Section 3 Financial Proposals – Standard Forms

(d) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted a



any time before the expiration of that period;

(e) We understand that you are not bound to accept any proposal that you receive;

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

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

Section 3 Financial Proposal

FORM FIN-2: Summary of Proposal or Activity Cost

[Note to Engineering firms: Engineering firm(s) may reproduce this form in landscape format with additional columns, rows or fields] [Commissions and



gratuities, if any, paid or to be paid to agents by engineering firm(s) and related to the assignment should be listed]

Cost Item	Cost (SZL)
Fees (provide detailed rates and descriptions)	
Reimbursable costs ¹ (provide detailed rates and descriptions)	
Local taxes (provide detailed rates and descriptions)	
Total	

[The above table may be expanded to include more categories and types of relevant data and information as appropriate]

Section 3 Financial Proposals – Standard Forms

FORM FIN - 3 BREAKDOWNS OF COSTS BY ACTIVITY1



N	Activity	1	2	3	4	5	6	7
2								
3								
4								
5								

DECLARATION OF ELIGIBILITY



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

[>>>Name of Service Provider, Address, and Date>>>]

To: **The Secretary of the Tender Board, (Need for Task team and General Assembly resolution)**
Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO)
P.O BOX 3230
Manzini
M200

Dear Sirs,

Re Tender Reference: 001 of 2019/20

We hereby declare that:-

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) I/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) I/We have fulfilled our obligations to pay taxes
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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 police clearances for Directors are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Authorized Representative

Date.....

SECTION 2



Form of tender, qualification information, letter of acceptance and agreement Form of tender

PROJECT TITLE: “INVITATION TO TENDER FOR THE DEVELOPMENT OF ESACRO INTO A MIXED USE DEVELOPMENT THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP)”

Contract No: Tender Number No: 001of 2019/20

To: The Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO)
Plot 1241 & 1418
Stanley Street
Trelawney Park
P.O. Box 3230
Manzini

Sir/Madam

I/We undertake to complete and deliver the whole of the project within the time to be agreed with you.

Unless and until a formal Agreement is prepared and executed, this tender, together with the written acceptance thereof by you, shall constitute a binding Contract between us.

Yours faithfully,

.....

Date.....
Contact Numbers.....
Tel.....
Email.....
Authorized Signature.....

Qualification Information



The Bidder shall supply the following information;

1.0 Formal Letter of Agreement of the Consortium: *[attach copy]*

2.0 Power of attorney of signatory of Bid: *[attach]*

3.0 Total annual volume of contractual work related to this project performed in the last two years,

4.0 Work performed as prime contractor on works of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			

5.0 Experience of key personnel proposed for administration and execution of the contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			



CONTRACT AGREEMENT

This Agreement is made between the Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO)(hereinafter called “the Executive Director”) and..... (Hereinafter called “**the Developer**”) of the other part.

Whereas the Executive Director is desirous that the **Developer** execute the Bid for “**Invitation to tender for the Development of ESACRO into a mixed use development through Public Private Partnership (PPP)**”

((hereinafter called “the project”) and the Executive Director has accepted the Bid by the **Developer** for the execution and completion of such Project.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Regardless of the date of signature, the contract shall commence as soon as the contract has been signed.
2. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract, hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Special Conditions of Contract
 - (b) The General Conditions of contract
 - (c) The Letter of Appointment.

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In Witness whereof the parties here have caused this Contract to be signed in their respective positions in the presence of witnesses:



TERMS OF REFERENCE (TOR)

Conduct Site Assessment/ Investigations, Design, Develop Construction Documents, and Provide Site Supervision and Quality Assurance of Construction and Rehabilitation Works for the Development of ESACRO



September, 2019

SECTION 3:

TERMS OF REFERENCE

THE ESACRO MIXED USE DEVELOPMENT

BACKGROUND

The Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) is seeking partners to develop Plot 1241 and 1418 Stanley Street, Trelawney Park, Manzini only about 6465 m² of land into a mixed land, use development, including but not limited to the Manzini Urban Area. The objective of the project is to generate income through non-aeronautical streams, so as to reduce the reliance on Government. The Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) now intends to invite Requests for Proposals (RFP) from shortlisted Development Companies and Investors, with the requisite capabilities to submit a detailed proposal for the development of the site into a mixed land use development.

The public-private partnership (PPP) is one of the most promising forms of such collaboration. It is based on the recognition that both the public and private sectors can benefit by pooling their financial resources, know-how and expertise to improve the delivery of basic services to all citizens. In addition, PPPs offer an alternative to full privatization by combining the advantages of both sectors; that is they combine the social responsibility, environmental awareness and public accountability of the public sector; with the finance, technology, managerial efficiency and entrepreneurial spirit of the private sector.

In this toolkit the term public-private partnership (PPP) is used to describe a spectrum of possible relationships between the government (the public sector) and other organizations that are not government (the private sector) to carry out a project or provide a service.

The Organization wish to establish a non-exclusive Finance Build and Transfer (FBT) for one (1) years period with Engineering Firm/s that can provide consultancy/construction/financial services to the different construction phases (i.e. site assessment, finance, design, develop construction documents, quality assurance, construction and project management as described in the Scope of Works.

Procurement will be made through advertising in accordance with the terms and conditions of any PPP legislations and regulations. Advertisement will be done by the Organization through the local newspaper and EPPRA.



The list of services outlined in this scope of works, are a projection of the types of services required for the proposed duration of the FBT.

The proposed FBT shall be valid for a maximum period of 12 months. Prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for 12 month periods from the commencement of the FBT.



Contract Type: This Contract shall be awarded on a Long Term Arrangement (LTA) for a one year period with Engineering Firm/s to the selected qualified engineering companies through an open bidding process, i.e. Request for Proposal (RFP).

Duration: Non-exclusive, non-binding contract for one year period. The ESACRO Organization will engage with the most favourable bidder.

1. Purpose of Contract:

The purpose of the assignment is to select local engineering firms and enter into a Long Term Arrangement (LTA) for providing construction/consultancy services for construction works executed by ESACRO of Manzini. Engineering construction/consulting services from the local engineering firm under FBT will be carried out on an as-and-when needed basis. The following description of services intends to explicitly provide a general scope of the work required:

- **Technical Site Assessment:** To evaluate the characteristics of sites/existing roads and submit a report including recommendations for design and implementation.
- **Assessment of existing roads to maintain its original use;** already constructed/renovated roads and buildings/structures assessment
- **Site assessment for construction of new Bridges;** planned for new construction

1.1 Construction Documents: To prepare all construction documents required for each project, including layout, pavement drawings, structural drawings, service drawings, hydraulic design of culverts and bridges, construction specifications, bills of quantity and engineering estimates.

1.2 Permits and Declaration: To obtain necessary permits and declaration for each construction work (e.g. commercial borrow pit's permit, construction permit, environmental permit, including necessary design/drawings and documentation for service declaration to the Organization).

1.3 Site Supervision & Quality Assurance: Day-to-day site supervision by qualified construction/civil engineer and certify quality of workmanship and materials.

- To ensure compliance of works with drawings, specifications and quality standards, as well as with approved timeframe and budget;



- To approve construction workmanship and materials. Ensure material samples are checked, approved and receive necessary factory/mills certificates;
- To certify effective progress of works including defect list, issue certificates of partial, substantial and final completions after 6 months of defect liability period;
- To approve as-built drawings submitted by contractors;
- To advise THE ESWATINI ASSOCIATION FOR CRIME PREVENTION AND THE REHABILITATION OF OFFENDERS OF MANZINI on any potential risks in respect of the project timeline, project budget and quality of the works;
- To assist for relevant documentations for declaration and as well as to comply with Swaziland construction regulations; and
- Ensure safety and security of workforce and work site over the period of construction.

1.4 Technical Support by Seconding Engineers: Technical support by deploying/seconding engineers for the construction services including assessment, design, preparation of construction documents, Bill of Quantities (BoQ) & Engineering Estimates (EE), drawings, construction supervision and QA and Certification etc.



**2. Objective of the Contract with expect results/outcome/products/sub
Products/outputs:**



1. LOCATION

The proposed development is located on Plot 1241 and 1418 Stanley Street, Trelawney Park; Manzini only 6470m² is strategically located for the proposed development and has extensive potential to attract massive development, in this part of the ESACRO business area.

2. OWNERSHIP

The land was donated by Government to ESACRO with a right to use indefinitely in an effort to empower the Organization. The land is registered and is fully granted for use by the Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO)

2.1 SIZE

The proposed project site which is plot 1418 and 1241 Extension 12, Stanley Street, Trelawney Park Manzini Eswatini, will be subdivided in order to alienate the 4,213 and 2,252 square meters totaling 6465m² that will be used for the proposed development.

2.2 CURRENT LAND USE

The piece of land is still with a small section dedicated to a Wetlands and has a portion dedicated to water with lots of vegetation. Currently the land is zoned for "Industrial Use" and the plan is to rezone it to "Commercial Use". There will be an application for Subdivision and Rezoning of portion 4,213 and 2,252 square meters. (We need to get actual size of original plot 1239, 1240 and 1241 as it is only Plot 1240 and 1241 which will be used)The subdivision is done because the project will only require +-6470 square meters, which is the entire land area.



3 PROJECT FINANCING

The Eswatini Association for Crime Prevention and the Rehabilitation of Offenders (ESACRO) intends to get detailed proposal from the shortlisted Development Companies, to demonstrate their capability to undertake a project structured as a Design, Build, Finance, and Operate (DBFO) model.

4 PROPOSED LAND OWNERSHIP STRUCTURE

The land will be registered in a Special Purpose Vehicle, where shareholding between the partners will be outlined and ownership detailed.

5. PROJECT ACTIVITIES

The detailed proposal shall include the following:

Conduct a Market Research study to identify potential land uses.

Outline suitable financial model and financing options and propose partnership structure for the development.

Conduct Basic Environmental Evaluation.

Prepare Conceptual Design layout, architectural and infrastructural Designs for the proposed development.

Outline project implementation model for the proposed mixed land use development.

Highlight construction program and project management arrangements.

1. Give details of the operation and maintenance arrangements for the proposed development.



NB.

THE PROPOSAL INVOLVES PROJECT ACTIVITIES THAT WILL BE UNDERTAKEN AT RISK. MORE DETAILED PLANNING ACTIVITIES TO BE CARRIED OUT BY THE SELECTED DEVELOPER.

Detailed Scope of Work (SOW):		
Assignment	Tasks	Deliverables
Assessment of existing roads	<input type="checkbox"/> Data collection, field verification and records documentation. <input type="checkbox"/> Site investigations, assess present condition/problem identification and provide recommended solution <input type="checkbox"/> Assess the Roads for improvement/rehabilitation/renovation. <input type="checkbox"/> Review structural stability/integrity, construction finishes and functionality of the road furniture <input type="checkbox"/> Engineering measurements for rehabilitation/ renovation <input type="checkbox"/> Preparation of design and construction drawings <input type="checkbox"/> Assess permits & declaration need for proposed plan	<input type="checkbox"/> Prepare technical assessment report, design/ drawings including recommendations.
Site assessment for construction of new Bridges	<input type="checkbox"/> Data collection, field verification and records documentation. <input type="checkbox"/> Site investigations. <input type="checkbox"/> Situation analysis, assessment and establishing the existing conditions. <input type="checkbox"/> Site topography survey <input type="checkbox"/> Geotechnical survey, engineering survey, legal status <input type="checkbox"/> Obtain permission to technical conditions and limitations	<input type="checkbox"/> Prepare technical assessment report. <input type="checkbox"/> Prepare technical survey and geotechnical report <input type="checkbox"/> Prepare scope of work (technical task) to design company
Feasibility, engineering design and	<input type="checkbox"/> Develop design criteria & performance standards.	<input type="checkbox"/> Prepare Feasibility report <input type="checkbox"/> Prepare



<p>preparation of construction documents</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Formulate and evaluate alternative engineering solutions for the project. <input type="checkbox"/> Develop conceptual engineering designs for the “passed-screening” alternative engineering solutions including conceptual cost estimates. <input type="checkbox"/> Establish the technical, financial, economic and environmental feasibility of the “passed-screening” alternative engineering solutions. <input type="checkbox"/> Select and estimate the cost of optimum engineering project concept. <input type="checkbox"/> Review, revise and finalize project concept and preliminary designs. <input type="checkbox"/> Develop preliminary and detailed design criteria and performance standards. <input type="checkbox"/> Engineering measurement, preparation of Bills of Quantities (BoQs) and establish final cost estimates. 	<p>preliminary and detailed designs and drawings.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prepare project preliminary and detailed Bills of Quantities (BoQs) and Engineering Estimates (EE). <input type="checkbox"/> Develop final project indicative implementation schedule. <input type="checkbox"/> Finalize the technical portions of the bidding documents.
<p>Permits and Declaration</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Coordinate with various authorities to obtain permits; land, environmental, construction, space alteration <input type="checkbox"/> Prepare design/drawings/layout plans required for construction and space alteration permits and Declaration <input type="checkbox"/> Collate required forms and documentations for relevant permits and declaration 	<ul style="list-style-type: none"> <input type="checkbox"/> Permits received and the spatial change plans declared and approved by relevant authorities
<p>Bidding Support and Preconstruction Services</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Assist ESACRO of Manzini in evaluating and pre-qualifying contractors and short-listing of qualified contractors. <input type="checkbox"/> Arrange and attend site visits, pre-bid site meeting/conference, respond to queries, clarify bid documents etc. <input type="checkbox"/> Assist ESACRO of Manzini in the evaluation of the bids. 	<ul style="list-style-type: none"> <input type="checkbox"/> Prepare all required evaluation, clarifications, addenda and reports. <input type="checkbox"/> Prepare a preconstruction site meeting report <input type="checkbox"/> Review and



	<ul style="list-style-type: none"> <input type="checkbox"/> Assist ESACRO of Manzini in contract negotiations. <input type="checkbox"/> Organize and attend a pre-construction site meeting with the contractor. 	<p>finalize the Bidding and Pre-construction services report.</p>
<p>Jobsite Work Implementation ,Supervision, Monitoring and Quality Assurance (QA)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Undertake all quality assurance and quality control plans and related procedures. <input type="checkbox"/> Undertake all progress control and related procedures. <input type="checkbox"/> Undertake all cost control and related procedures. <input type="checkbox"/> Undertake verification of construction workmanship and materials. <input type="checkbox"/> Assist ESACRO of Manzini in the control of variation order and contract amendment procedures. <input type="checkbox"/> Review and approve as-built drawings. <input type="checkbox"/> Arrange, organize and document regular progress site meetings. <input type="checkbox"/> Review Contractor's site safety plan and ensure its compliance. <input type="checkbox"/> Manage Contractor's Work Substantial Completion - Client Provisional Handing Over. <input type="checkbox"/> Organize and participate (supervise) in all substantial acceptance tests, inspections, proceedings, start-up, commissioning, etc. and handover proceedings. <input type="checkbox"/> Assist in the start-up of project operation in adjusting, balancing, identifying deficiencies and assisting in obtaining corrections, and performing inspections prior to the end of the project defect liability period. 	<ul style="list-style-type: none"> <input type="checkbox"/> Review and approve contractor's construction schedule, detailed design, shop and erection drawings. <input type="checkbox"/> Material samples checking and approve using Technical Standard Submittal forms and receive factory/mills certificates <input type="checkbox"/> Review, measure and certify workmanship, materials and compliances <input type="checkbox"/> Review and coordinate with the ESACRO Organization for any Variation Orders (VO) <input type="checkbox"/> Prepare weekly and monthly progress reports <input type="checkbox"/> Issue the Certificate of Substantial Completion and Provisional Handover Certificate. <input type="checkbox"/> Prepare a Defect



	<ul style="list-style-type: none"> <input type="checkbox"/> During the Defect Liability Period (DLP), intervene as required and liaise with the contractor to fix in a timely manner any problem that arises and that are covered under the defect liability guarantee. <input type="checkbox"/> Provide ESACRO of Manzini with a final narrative, financial and photographic (before and after) report including lesson learned within 30 days from the date of issue of the Taking over Certificate for project site. <input type="checkbox"/> Technical documentations for declaration support. 	<p>List, and ensure that all defects are corrected within 14 days.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Issue the Certificate of Final Completion after 6 months of DLP period and Final Handover Certificate.
		<ul style="list-style-type: none"> <input type="checkbox"/> Prepare Project Completion Report (PCR).
<p>Technical Support by Seconding Engineer</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Support ESACRO of Manzini in technical matters to complement the gap of technical staffs within ESACRO of Manzini <input type="checkbox"/> Perform regular technical task of assessment, design, preparation of construction documents, Bill of Quantities (BoQ) & EE, drawings <input type="checkbox"/> Construction supervision and QA and Certification etc. 	<ul style="list-style-type: none"> <input type="checkbox"/> Prepare weekly and monthly progress reports <input type="checkbox"/> Prepare technical/ construction documents including drawings, BoQ/EE <input type="checkbox"/> Quality checked and certifications <input type="checkbox"/> Issue certificates



SECTION 4

3. Deliverables based on the work plan: days of the Organization of Manzini's selection

The FBT Companies shall be responsible to carry out, on an as-and-when needed basis, the full range of services in accordance with the detailed scope of works. Detailed schedule of each of the services will be defined and agreed during the briefing meeting.

4. Methodology/Details of how the work should be delivered: Detailed methodology varies with each task listed in Annex 2, however standard professional and scientific methodologies including taking account of experiences, best practices and lesson learned shall be adopted to achieve the expected result. FBT Companies shall proceed with the assignment with consensus of the ESACRO Organization for any defined methodologies such as engineering survey by use of engineering equipment, site visits, observation, participatory community appraisal, analysis, measurements, plotting, management techniques, use of checklists/technical forms etc. that are being adopted for specific services.

Each assignment will be carried out with adequately qualified engineer/specialist. FBT will be asked to deploy subject specific engineer/specialist or team of engineers to undertake the assignment detailed for specific interventions and required phase. Contracts of each assignment or group of assignments along with Task Order (TO) as per the ESACRO Organization rules will be prepared.

FBT will provide technical support for the initial assessment, feasibility and design engineering, the bidding and pre-construction services and particularly jobsite implementation and monitoring for quality assurance. Prior to the assignment FBT engineers should review construction documents, drawings, BoQ, reports submitted by implementing partners.

The findings and results of the assessment should be discussed with the official of implementing partners, Private enterprises etc. and reflected in the prescribed report format. The ESACRO Organization will share the findings of the review with the concerned implementation partners and the government coordinating authority.

All construction documents prepared including design, BoQ/EE and tendering documents as well as results of all activities provided by FBT companies or FBT engineers shall be sole property of THE ESACRO ORGANIZATION and should be dealt with cautiously and confidentially.



All findings related to each assignment including raw data table, final database and report will remain the property of the ESACRO Organization and should be handed over to the ESACRO Organization including a soft copy upon completion of the assignment.

Duration of Assignment: The proposed contract period is one year (12 months).

Proposed payment schedule:

The ESACRO Organization shall pay the Company for each Contract issued and delivery made in accordance with the terms of the FBT, a sum which shall be based on the quantities ordered by the Organization and delivered by the Company, at the prices specified in this FBT as shall be agreed in the meeting and stipulated in the contract. A list of materials subject to Rise and Fall will be included.

The Company guarantees that the prices specified in this FBT, are the maximum prices that shall remain firm, shall not be increased during the entire term of the FBT, provided however that in the event that the Company is able to offer the ESACRO Organization a discounted price on placement of bulk orders, the unit prices shall be reduced for specific Contracts.

5. Performance indicators for evaluation of results:

The Company shall acknowledge that time and quality services shall be of the essence in performance of the FBT. It shall use its best endeavours to abide by the delivery periods of qualitative services within reasonable timeframe specified in Contracts. Performance of the companies will be closely monitored ensuring work progress is proceeding in accordance with the requirements. The contract will be evaluated based on the following performance indicators:

- Timely submission of schedule, mobilization of manpower and equipment
- Quality maintained and assured with the utilization of qualified professionals
- Timely completion of the task as per the agreed work plan and regular reporting
- Maintained up-to-date information of the assigned construction activities

6. Qualifications/specialized knowledge/experience required to complete



the task:

The consortium shall have the following capacity, experience and manpower:

a) The Engineering construction/Consulting Firm shall have minimum five (5) years experience in construction/rehabilitation/renovation works preferably Municipal and Residential Roads with appropriate and adequate human resources, equipment and other logistic supports required for the specialized construction/consulting services to execute construction/renovation management activities described in the scope of works.

b) Experience in construction, day to day site management, QA with required equipment specifically for projects related to roads. Should have direct experience in designing and managing construction works. c) Demonstrated experience in providing highest standard of quality assurance services for construction projects following the code of construction and procurement principals. d) The construction/ Consultancy Firm should be able to mobilize (more than one) teams (if required) which consist of one civil engineer and structural engineer simultaneously to conduct field assessment visits within stipulated and critical time period and have own transport and communication systems. e) The minimum staffing requirement is:

- One Project Manager/Team Leader based in liaison office who shall be Chartered Civil Engineer with more than 10 years' experience.
- QA Site Engineers (at the project site) to guarantee direct site supervision (daily or not less than twice a week or as per the ethical and professional norms). They shall be a Civil Engineer with more than 5 years relevant experience.
- Civil/Structural Engineer with more than 5 years relevant experience to guarantee structural integrity, satisfies the designs and constructions; Expected intermittent input. f) For daily supervision of the work, the consortium should be able to assign a full time QA Site Supervisor having diploma/graduate in civil engineering, have similar experience and good communication skill to guide the workers and to report concerns of the ESACRO Organization officials to every construction site. g) Very good quality control mechanism to ensure high quality engineering assessment data.

h) Able to implement its proposed implementation plan within the proposed schedule and budget. i) Adequate and appropriate logistical facilities and personnel.

j) The consortium /Consultancy Firm will have to maintain a liaison office in the project areas and be equipped with minimum working facilities (a



computer, a printer and a telephone) to serve as hub to coordinate the work at the field level as well as with the ESACRO Organization and related implementing partners. They should have facilities to conduct regular site supervision as per the agreed deliverables.

The ESACRO Organization reserves the right to request the Company to replace the assigned personnel if they are not performing to a level that the ESACRO Organization considers satisfactory. After written notification, the Company will provide CV of appropriate candidates within three (3) working days for the ESACRO Organization review and approval. The Company must replace the unsatisfactory personnel within seven (7) working 12

Eligibility The Request for proposal will ask for proposal from all C1 Contractors as graded by the Construction Industry Council (CIC).

Briefing meeting

A briefing meeting will be held at a time and place to be announced by the ESACRO Organization.

Bid Bonds The contractors will be required to submit together with the bid a bond to the amount of E50,000.00 (Fifty thousand Emalangeni)

Financial Proposal. The financial proposal options (Not less than 60 Months re-payment) will be put together by the bidding company/ consortium. The bidder is expected to source finance / partner with a financial institution for the full implementation of all aspects of the project. The ESACRO Organization will not enter into a separate contract with the bidder's financier.

The ESACRO Organization Will provides a payment guarantee for the works to be done.

Bid Security. The bidder will be expected to submit bid security together with the bid, valid for the bid validity period being 120 days.

Variations.

All variations need to be approved by the ESACRO Organization (Employer) and the financier.

Risk Allocation

The ESACRO Organization will **NOT** take the risk of unforeseen conditions and relocation of services underground



Evaluation: All proposals will be evaluated using the evaluation criteria as indicated below. Bidders are advised to devote chapters of their submissions to demonstrate each of the criteria and be consistent with the tasks detailed in the scope of works.

Category: Points	
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Organizational Capacity and	10
Quality Control	10
Adequacy of the proposed work plan & approach	15
Expertise of the organization	10
Technical proposal and design	10
Previous experience in similar PPP financing	20
Equipment capabilities	10
Testing of existing pavement and analysis	5
Local Preference on citizen owned enterprise	10
TOTAL	100

Validity of Proposal: It is desirable that cost or rates quoted be valid for providing services mentioned in this Proposal for a period of one hundred and twenty (120) days. The validity of prices quoted must be clearly indicated on the Financial Proposal. It is understood that the fixed-rate arrangements may be extended for periods beyond the one-year duration subject to mutual agreement of both parties.

The ESACRO is expecting one submission which will contain both the technical and financial proposal.

Technical Designs

The ESACRO will need to be fully satisfied with designs and standards prior to award.



ANNEX 2
ESACRO ORGANIZATION
Summary of PPP Proposal
June 2019

Name of Project	Length (in Km)	Comments
Plot 1418 and 1241 Extension 12, Stanley Street, Trelawney Park Manzini Eswatini,	4,213 and 2,252 square meters totaling 6465m ²	will be subdivided in order to that will be used for the proposed development

