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ESWATINI CIVIL AVIATION AUTHORITY

**REQUEST FOR PROPOSALS (RFPs) FOR THE PROVISION OF TAXI SERVICES
AT ESWATINI CIVIL AVIATION AUTHORITY**

TENDER NUMBER 12 of 2023/2024

NAME OF TENDERER

.....
(Tenderer to fill using block letters)

ESWATINI CIVIL AVIATION AUTHORITY
P.O. Box D361
The Gables
Eswatini

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ESWATINI CIVIL AVIATION AUTHORITY

INVITATION FOR PROPOSALS

REQUEST FOR PROPOSALS (RFPs) FOR THE PROVISION OF TAXI SERVICES AT ESWATINI CIVIL AVIATION AUTHORITY

1. Proposals are hereby invited from suitably qualified Service Providers to undertake the provision of Taxi services at Eswatini Civil Aviation Authority.
2. Tender documents may be purchased from; **ESWATINI CIVIL AVIATION AUTHORITY OFFICES in Matsapha Airport** (Finance Department) as from **25 August 2023** for a non-refundable fee of **E300.00** per set. The method of payment shall be bank transfers or direct deposits. Proof of payment sent to accounts@eswacaa.co.sz. The Tender is open only to Swati companies.
3. Completed Tender Documents shall be delivered in a sealed envelope to:

**The Secretary to the Tender Board
ESWATINI CIVIL AVIATION AUTHORITY
Matsapha Airport
P.O Box D361
The Gables**

Not later than 12 noon Eswatini time on **22 September 2023**
On the outside, the envelope shall be clearly marked:

“CONFIDENTIAL”

TENDER No 12 of 2023/2024

REQUEST FOR PROPOSALS (RFPs) FOR THE PROVISION OF TAXI SERVICES AT ESWATINI CIVIL AVIATION AUTHORITY

4. The Eswatini Civil Aviation Authority does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders.

BY MANAGEMENT

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SECTION 1

Letter of Invitation

Dear Sir /Madam,

The ESWATINI CIVIL AVIATION AUTHORITY hereby seeks the services of a reputable service provider for the provision of taxi services at Eswatini Civil Aviation Authority.

1. A supplier will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
2. 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.
 - Schedule A – Technical evaluation sheet.

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

For any clarifications, contact the Procurement Specialist at accounts@eswacaa.co.sz before the 15th of September 2023.

BY MANAGEMENT

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INSTRUCTIONS TO TENDERERS

1.1 Qualification of the bidder.

All service providers shall include the following information and documents with their bids;

a) Trading License, Original and valid tax compliance certificate, Form J (List of directors), form C (Shareholding), Certificate of incorporation, Police clearance for Directors, Tender Purchase Receipt, Taxi permit.

b) Driver license and public driving permit for the drivers.

1.2 One bid per Bidder.

Each service provider shall submit only one bid.

A service provider who submits or participates in more than one bid will result in disqualification.

1.3 Cost of bidding.

The service provider shall bear all costs associated with the preparation and submission of his bid, and the employer 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 service provider requiring any clarification of the bidding documents may notify the employer in writing or by email at the employer's address indicated in the invitation to bid. The employer will respond to any request for clarification received earlier than 14

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days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, 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 employer 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 purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer 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 prices.

The Contract shall be for the whole project, based on the bid price submitted by the bidder. All duties, taxes, and other levies payable by the service provider under the Contract, shall be included in the total bid price submitted by the bidder. The prices quoted by the bidder **shall not be subject** to adjustment during the performance of the Contract.

1.9. Bid validity.

Bids shall remain valid for a period of 60 days from date of tender opening. In exceptional circumstances, the Employer 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 may refuse the request without forfeiting the bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security for the period of the extension.

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 a copy of the Bid, and clearly marked as "COPY." In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by the Employer for record purposes.

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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 Employer, 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 "COPY" respectively.

The envelopes shall;

- be addressed to the Employer 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.
- Envelopes of Financial proposals must have a name of the Company on the Envelope.

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 Employer will assume no responsibility for the misplacement or premature opening of the bid.

Technical and Financial proposals shall be submitted in separate envelopes.

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 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. The outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE**

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OFFICIAL APPOINTED NOT LATER THAN **22 September 2023**, 12 NOON LOCAL TIME".

- 1.12. Deadline for sub-mission of bids** Bids shall be delivered to the employer 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 employer 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 presence or absence of **bid security** documents defining the constitution or **legal status** (e.g. valid trading license/, original and valid tax compliance clearance certificate etc.) will be announced by the Employer at the opening. 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 employer may, at the Employer'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 employer in the evaluation of the bids.

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1.17. Correction of errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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 Employer 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.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, **with the concurrence of the bidder**, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

1.18. Evaluation and award criteria

The employer will evaluate and award only those bids determined to be substantially responsive to the bidding documents.

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

The employer 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.

1.20. Notification of award and signing of agreement

The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that the employer will pay the company in consideration of the execution and completion of the project by the service provider as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").

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.

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The employer will notify the other all bidders that their bids have been unsuccessful by issuing an **intention of notice to award** and it will also be published to the ESPPRA website at least 10 days before the contract award.

1.21 Language and Currency The Tender document as well as all other correspondence and documents relating to the tender exchanged by the Tenderer and ESWACAA shall be written in the English language and the currency shall be Lilangeni.

1.22 Withdrawals Tenderers may modify or withdraw the tender prior to the deadline for the submission of tenders. The modification or notice of withdrawal shall be effective if it is received by the Authority prior to the deadline for submission of tenders.

1.23 Non-conformities, Errors and Omissions Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.

Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

Provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total 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.

1.24 Preliminary Examination of Tenders The Procuring Entity shall examine the Tenders to confirm that all documents and technical documentation requested in have been provided, and to determine the completeness of each document submitted.

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1.25 Responsiveness of Tenders The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Tendering Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

If a Tender is not substantially responsive to the Tendering Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

1.26 Examination of Terms and Conditions The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

The Procuring Entity shall evaluate the technical aspects of the Tender to confirm that all requirements specified in Section VI, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive, it shall reject the Tender.

1.27 Evaluation of Tenders The Procuring Entity shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Tender, the Procuring Entity shall only use all the factors, methodologies and criteria defined. No other criteria or methodology shall be permitted.

To evaluate a Tender, the Procuring Entity shall consider the following:

- (a) evaluation will be done for Items or Lots, as specified in the TDS; and the Tender Price.

1.28 Award Criteria The Procuring Entity shall award the Contract to the Tenderer whose offer has been determined to be the best-evaluated Tender and is substantially responsive to the Tendering Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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SECTION 2.

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

Form of tender

**Project Title: REQUEST FOR PROPOSALS (RFPs) FOR THE PROVISION OF TAXI SERVICES AT
ESWATINI CIVIL AVIATION AUTHORITY**

Contract No: Tender NO 12 of 2023/2024

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To: The Secretary to the Tender Board
ESWATINI Civil Aviation Authority
Matsapha International Airport
P.O. Box D361
The Gables

Sir/Madam

We, the undersigned, offer to provide “ **Taxi services at Eswatini Civil Aviation Authority**” in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We hereby submit our Proposal, which includes this Technical Proposal, and our Financial Proposal sealed under a separate envelope. 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, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services and fulfill the terms and conditions related this contract. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

.....

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

Qualification Information

The Bidder shall supply the following information;

1.0 Constitution or legal status of Bidder: [attach copy]

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

4.0 Work performed as prime Supplier 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)			

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SECTION 3:

TERMS OF REFERENCE

1. Background

The ESWATINI Civil Aviation Authority is a statutory body established by the Government of the Kingdom of ESWATINI through an act of parliament, the civil aviation authority act No. 10 of 2009. It is mandated by the act with the responsibility of regulating the civil aviation industry in ESWATINI as well as operating the country's airports and management of the airspace.

The primary objective of this tender is to identify a single, dedicated taxi service provider that can meet our organization's transportation requirements effectively and reliably. The selected provider should demonstrate the capacity to deliver exceptional service, adhere to strict schedules, and prioritize passenger safety and comfort. The desired outcome is to establish a long-term partnership that ensures seamless transportation services for our organization.

Provision of Taxis:

The service provider shall provide a fleet of well-maintained and roadworthy taxis that meet all legal and safety requirements.

Staff Transportation:

The service provider shall offer transportation services to ESWACAA staff, ensuring punctuality and adherence to agreed-upon schedules.

Safety and Security

The service provider shall prioritize the safety and security of passengers and their belongings at all times. Drivers should possess valid driving licenses, have good knowledge of local traffic regulations.

Customer Service:

The service provider shall ensure that drivers are professional, courteous, and provide excellent customer service. They should be well-groomed, maintain cleanliness in the taxis, and possess a clear complaint resolution procedure.

Technical Requirements: The service provider shall meet the following technical requirements:

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Fleet Capacity:

The service provider should have a sufficient number of taxis (minimum 2) to meet the demand of ESWACAA.

Maintenance and Inspection:

The service provider shall regularly maintain and inspect their fleet to ensure that all vehicles are in good working condition and comply with roadworthiness standards.

Insurance and Licensing:

The service provider should possess comprehensive insurance coverage for their vehicles. They should also hold all necessary licenses and permits required to operate a taxi service in Eswatini.

The service provider to be successful must meet the following:

1. The Vehicle must be a sedan and accommodate four people.
2. The vehicle must have functional air conditioner.
3. The vehicle must be insured.
4. The vehicle must have a service record.
5. The vehicle must be fitted with good tyres all the time, minimum 3mm.
6. Clear alternative provision in case of breakdown.
7. The vehicle must comply with the road safety act.
8. Flexible to start work in early hours and finish at late hours.
9. The driver of the vehicle must have a valid driver's license and public driving permit.
10. The driver assigned must have functional cellular phone and the phone must be available at all the times.
11. The vehicle must be in a good condition, always clean and neat.
12. The vehicle must be flexible to drive in the terrain around Matsapha:(Ka-Hlobile, Mahlabatsini ,Mathangeni ,KaLogoba ,Eteteni, Mbikwakhe, Ndlunganye &Mhlaleni)

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SECTION 4

Special Conditions of Service Provider

A. General	
GCC 1.1 (o)	The Employer is: The ESWATINI CIVIL AVIATION AUTHORITY
GCC 1.1 (r)	The duration of the engagement shall be: 3 years
GCC 1.1 (u)	The Project Manager is: Transport Officer, ESWATINI CIVIL AVIATION AUTHORITY
GCC 1.1 (z)	The Start Date shall be: After receipt of letter of appointment.
GCC13	Not applicable.
GCC 14.1	Site Investigation Reports are: Not applicable.
GCC 21.1	The Site Possession Date(s) shall be: advised.
B. Time Control	
GCC 27.1	The service provider shall submit for approval a work plan with timelines within 5 working days from the date of the Letter of Appointment.
D. Cost Control	
GCC 47.1	The supplier is subject to price adjustment should there be a significant increase due to exchange rates before the contract engagement.

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NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%

For the Financial Proposal to be opened by the Employer, the Service Provider must score 70% and above. If the Service Provider is below the 70% threshold, the Financials for that particular Service Provider will not be opened.

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 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 Technical weights given to Technical and Financial Proposals is

$$T = 0.7 \text{ (70\%)}$$

$$P = 0.3 \text{ (30\%)}$$

SCHEDULE A

**EVALUATION SHEET FOR: THE SUPPLY OF TAXI SERVICES AT ESWATINI CIVIL AVIATION
AUTHORITY (Tender No12 of 2023/2024)**

NAME OF TENDERER:

Criteria Elements	Criteria Weighing Factors	Actual Score	COMMENTS
1. Responsiveness to Tender All required documentation and information submitted: i) Taxi Permit-Ministry of works ii) Original and valid tax compliance certificate iii) Form J (List of directors), form C (Shareholding) iv) Public Driving Permit v) Police clearance for Directors. Vi) Tender Purchase Receipt	Yes/No		

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2.Experience and Track Record i) Track record in meeting service level agreements. ii) Reputation in the industry iii) Specified information dissemination procedures	25%		
3. Fleet Quality and Capability i. The condition, quality and capacity of the fleet.	25%		
4. Safety and Security Measures i) Procedures to ensure passenger safety and security.	25 %		
5. Customer Service i) Commitment to providing excellent customer service ii)Complaint resolution process iii) Responsiveness and overall passenger satisfaction	25%		

Evaluator's name:.....

Signature:..... Date:.....

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DECLARATION OF ELIGIBILITY

[The Service Provider 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 Service Provider, Address, and Date>>>]

To: **The Secretary of the Tender Board,
ESWATINI Civil Aviation Authority
P.O BOX D361
THE GABLES
H126**

Dear Sirs,

Re Tender Reference: No:12 of **2023/2024**

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

Authorised Representative

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Date

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FINANCIAL PROPOSAL FORM

[Location, Date]

To: [Name and address of Procuring entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert brief description of services] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]]. This amount is inclusive of the Domestic taxes, but excluding Service tax. We hereby undertake that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal,

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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Section 5.
Standard Forms of Contract

Contract for the SUPPLY OF TAXI SERVICES IN MATSAPHA AIRPORT

Tender No.12 of 2023/2024

THIS CONTRACT ("Contract") is entered into by and between ESWATINI Civil Aviation Authority ("the Client"), Matsapha, and [insert Supplier's name] ("the Supplier") having its principal office located at [insert Supplier's address].

WHEREAS, the Client wishes to have the Supplier performing the services hereinafter referred to, and

WHEREAS, the Supplier is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Supplier shall perform the services specified in Section 5, "Terms of Reference and Scope of Works," which is made an integral part of this Contract ("the Services").
- (ii) The Supplier shall provide the reports to the Client, "Supplier's Reporting Obligations," within the time periods listed in the Payment Schedule.

2. Terms

The Supplier shall perform the Services as soon as the contract has been endorsed and the parties in writing may subsequently agree continuing for 60 days or any other period agreed by both parties.

3. Payment

- A. For Services rendered pursuant to Section 5, the Client shall pay the Supplier an amount stipulated in the payment schedule. This amount has been established based on the understanding that it includes all of the Supplier's costs and profits as well as any tax obligation that may be imposed on the Supplier. The payments made under the Contract consist of the Supplier's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

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B. Remuneration

The Client shall pay the Supplier for Services rendered at the rate(s) per man/month spent in accordance with the rates agreed and specified in the Payment Schedule, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursable

The Client shall not pay the Supplier for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in ESWATINI's Lilangeni SZL not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Supplier's bank account [insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]

4. Project Administration

A. Coordinator

The Client designates Ms. Vuyokazi Nxumalo as Client's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Supplier's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator

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C. Records and Accounts

The Supplier shall keep, and shall cause its Sub-Suppliers to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Supplier's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard The Supplier undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Supplier shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Inspections and Auditing The Supplier shall permit, and shall cause its Sub-Suppliers to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation a determination of ineligibility) in accordance with prevailing Client's sanctions procedures.
7. Confidentiality The Supplier shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. Ownership of Material Any studies, reports or other material, graphic, software or otherwise, prepared by the Supplier for the Client under the Contract shall belong to and remain the property of the Client. The Supplier may retain a copy of such documents and software.
9. Supplier Not to be Engaged in Certain Activities The Supplier agrees that, during the term of this Contract and after its termination, the Suppliers and any entity affiliated with the Supplier, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
10. Insurance The Supplier will be responsible for taking out any appropriate insurance coverage.
11. Assignment The Supplier shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

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12. Law Governing Contract and Language The Contract shall be governed by the laws of Government of the Kingdom of ESWATINI and the language of the Contract shall be English.
13. Dispute Resolution Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Supplier after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Supplier does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
 - (b) If the Supplier becomes insolvent or bankrupt;
 - (c) If the Supplier, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.
 - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE SUPPLIER

Signed by _____

Signed by _____

Title: _____

Title: _____

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SECTION 6. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in ESWATINI.”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is PROVISION OF TAXI SERVICES
1.1(h)	The Procuring Entity is ESWATINI CIVIL AVIATION AUTHORITY
1.1(m)	The Member in Charge is the TRANSPORT OFFICER
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>SIGNING DATE</i>
2.2.2	The Starting Date for the commencement of Services is TBA.

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is <i>OCTOBER 2027</i>
3.2.3	Activities prohibited after termination of this Contract are: _____ _____

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