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ESWATINI CIVIL AVIATION AUTHORITY

REQUEST FOR TENDER FOR THE PROVISION OF AIRPORT APRON MARKING AT KING
MSWATI III INTERNATIONAL AIRPORT

TENDER NUMBER: 05 OF 2024/25

SEPTEMBER 2024

NAME OF TENDERER

.....

(Tenderer to fill using block letters)

The Secretary to the Tender Committee

Eswatini Civil Aviation Authority

P.O. Box D361

The Gables

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ESWATINI CIVIL AVIATION AUTHORITY

INVITATION

REQUEST FOR TENDER FOR PROVISION OF AIRPORT APRON MARKINGS AT KING MSWATI III INTERNATIONAL AIRPORT

TENDER NO. 05 OF 2024/25

1. Proposals are hereby invited from suitably qualified contractors to undertake the provision of airport apron marking at King Mswati III International Airport.
2. Tender documents may be purchased from; ESWATINI CIVIL AVIATION AUTHORITY OFFICES in Matsapha Airport (Finance Department) as from 04 October 2024 for a non-refundable fee of E500.00 per set. The method of payment shall be bank transfers or direct deposits. Payments shall be made via **bank transfer** or **direct deposit** to ESWACAA's account at **Nedbank**, with the following details:

- **Account Number:** 020000464288
- **Branch Code:** 360164

3. Proof of payment sent to accounts@eswacaa.co.sz The Tender is open only to local tenderers.
4. 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 **01 November 2024**

5. On the outside, the envelope shall be clearly marked:

"CONFIDENTIAL"

TENDER NO. 05 OF 2024/25

REQUEST FOR TENDER FOR THE PROVISION OF AIRPORT APRON MARKINGS

NB: Technical proposals must be accompanied by financial proposals in separate sealed envelopes.

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5. 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

Letter of Invitation

Dear Sir /Madam,

The ESWATINI CIVIL AVIATION AUTHORITY hereby seeks the services of a reputable contractor for the PROVISION OF AIRPORT APRON MARKINGS AT KING MSWATI III INTERNATIONAL AIRPORT. The Tender is open to local Tenders.

1. A supplier will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
2. The RFT includes the following documents:
 - Section 1 - Instructions to Tenderers
 - Section 2 – Form of tender and qualification information
 - Section 3 – Scope of works
 - 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. For any clarifications, contact the Procurement Specialist at mzimkhulu@eswacaa.co.sz before the 25th of September 2024.

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BY MANAGEMENT

SECTION 1

Instruction to Tenderers

- 1.1 Qualification of the bidder.** All service providers shall include the following information and documents with their bids;
- (a) Valid Construction Industry Council Certificate,
 - (b) Valid Tax Compliance Certificate,
 - (c) Valid Trading licence
 - (d) ENPF compliance certificate
 - (e) Certificate of Incorporation
 - (f) Police Clearance Certificates for Directors/ Partners
(must be acquired within the last 12months) (Or Affidavit),
 - (g) Labour Compliance Certificate, and Tender Purchase Receipt.
 - (h) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
 - (i) Written power of attorney of the signatory of the bid to commit the bidder;
 - (j) Total monetary value of similar work performed for each of the last three years;
 - (k) Experience in works of a similar nature and size for each of the last three years and details of work under way or

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contractually committed; and clients who may be contacted for further information on those contracts;

1.2 One bid per Lot.

Each Tenderer shall bid for only one lot.

1.3 Cost of bidding.

The Tenderer 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 bidder requiring any clarification of the bidding documents may notify the ESWACAA in writing or by email at the address indicated in the invitation to bid. The employer will respond to any request for clarification received earlier than 7 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

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source. The Language to be used is English and currency will be Emalangeni.

1.6 Amendment of bidding Documents.

Before the deadline for submission of bids, the employer may modify the bidding documents by issuing an addendum.

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 ESWACAA.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, ESWACAA 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

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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 ESWACAA 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 TWO (2) 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 ESWACAA 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

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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 ESWACAA at the address provided in the tender advertisement.
- bear the name and identification number of the Tender 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.

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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 OFFICIAL APPOINTED NOT LATER THAN 12 NOON LOCAL TIME ON THE 01st of November 2024”**.

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.

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1.14. Bid opening

1.14.1 Technical

Proposal Opening

The ESWACAA will open Technical 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/, tax clearance certificate etc.) will be announced by the Employer at the opening.

The Employer will also check for **proof of official purchase and payment** of the tender documents and companies or suppliers are urged to attach copies of the purchase receipts. The Employer will prepare a record of the opening.

1.14.2 Financial

Proposal Opening

Financial bids opening will occur after Technical Evaluation has been concluded and will only be for those tenderers whose bids would have achieved the qualification score for financial proposal. At the financial proposal opening meeting, the employer will open financial bids in the presence of the bidder's representatives who choose to attend at the time and place that will be communicated by the Secretary to Tender Board to those qualified bidders. The Entity Tender Board shall announce the financial proposals to those present and record them. Thereafter the financial proposal will be handed to the Evaluation Committee for financial proposal evaluation.

1.15. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a

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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 ESWACAA official(s)'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 ESWACAA'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.

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

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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 a 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.

**1.18.1 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 Eswatini Public Procurement Regulatory Agency (ESPPRA).

The Employer shall allow a period of at least ten(10) **working** days to elapse from the date of despatch and publication of notice of intention to award, before contract is awarded.

**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 or bidders or any obligation to inform the affected

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bidder or bidders of the grounds for the Employer's action.

1.20 Evaluation methodology The evaluation of methodology used will be the **Quality Cost Based Selection**. Financial evaluation criteria: On Cost/Rates Proposed, the Bidder with the lowest cost/rates proposed is given maximum points, and then a percentage ratio formula is applied to remaining Bidders. 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 firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

T = 0.7, P = 0.2.

A Preference margin of 10% shall be given to local companies (at least 60% of controlling shares owned by Eswatini Citizens and those fully registered in Eswatini) by adding 10% to the evaluated price of other tenderers who are not eligible for the preference in accordance with Part IV 12 (1) of the Public Procurement Regulations, 2020. Foreign companies who

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subcontract or partner with Swati Companies shall also be afforded a 6.5% preference margin on financial evaluation.

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.

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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

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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

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responsive to the Tendering Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

SECTION 2.

Form of Tender, Qualification Information, Letter of Acceptance and Agreement

2.1. Form of Tender

Project Title: REQUEST FOR TENDER (RFTs) FOR PROVISION OF AIRPORT APRON MARKINGS AT KING MSWATI III INTERNATIONAL AIRPORT

Contract No: Tender NO 05 of 2024/2025

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 **“AIRPORT APRON MARKINGS AT KING MSWATI III INTERNATIONAL AIRPORT”** in accordance with your Request for Tender dated **[Insert Date]** and our tender. We hereby submit our bid, which includes this Technical bid, and our Financial bid 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,

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

2.2. Qualification Information

The Bidder shall supply the following information;

1. Constitution or legal status of Bidder: *[attach copy]*
2. Power of attorney of signatory of Bid: *[attach]*
3. Work related to this project performed in the last three years,

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

- 4 Experience of key personnel proposed for administration and execution of the contract. Attach curriculum vitae data.

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

SECTION 3

SCOPE OF WORKS

REQUEST FOR TENDER FOR AIRPORT APRON MARKINGS

BACKGROUND

1. 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.
2. To comply to safety regulations and ICAO standards and recommended practices, ESWACAA seeks to employ services from Service Providers registered under category CSb4,5,6 and F (Construction Industry Council) who will conduct airport apron markings at the King Mswati III International Airport.

SCOPE OF WORKS

The contractor shall be tasked with supplying skilled labour, which includes personnel with relevant experience, and equipment to carry out the execution of apron markings in accordance with the provided drawings, specifications, and guidelines.

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The successful bidder will be required to:

- Provide precise quantities of materials (paint and accessories) needed.
- Provide airport apron marking equipment (automated marking systems).
- Remove existing apron markings and thoroughly clean the surface in preparation for new markings.
- Apply surface treatment to enhance waterproofing properties.
- Conduct pre-marking activities for the new markings.
- Paint the new markings with a conspicuous paint following the specifications outlined in the drawings and in compliance with ICAO Annex 14.
- Ensure that quality is monitored to ensure that the markings are durable and conspicuous.
- Facilitate site handover upon completion of work.

The successful bidder is required to provide evidence of having at least five years of experience in projects like this one and must employ teams that have also been engaged in the same field for a minimum of five years.

The successful bidder is required to submit a method statement detailing how the work will be executed while adhering to aviation safety and security regulations, as well as health and safety protocols. Additionally, they must include documentation proving compliance with integrated management systems and any relevant registrations.

The successful bidder shall demonstrate their capability to complete the project within the timeline specified in Section 4.

The successful bidder shall provide comprehensive information regarding the availability of apron marking equipment, including whether they own or rent such equipment.

PROJECT SPECIFICATION:

1. Preliminary and General

1.1.	Site Establishment and removal after completion	sum	1		
-------------	---	-----	---	--	--

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1.2.	Transportation	sum	1		
2.	<u>Material and Labour</u>				
2.1.	Plant used for old markings removal, surface treatment and application of new markings	sum	1		
2.2.	Supervision	sum	1		
2.3.	Labour	sum	1		
2.4.	Materials (List all material required for client to purchase)	sum	1		
3.	<u>Site Protection Works</u>				
3.1.	Site access (Airside Identity Cards, vehicle marking, and testing)	sum	1		
3.2.	Services protection (equipment used for aircraft handling, aircraft, and passenger movement)	sum	1		
4.	<u>Proposed Works</u>				
4.1.	Removal of old markings and cleaning of surface in preparation of new markings.	Item	1		
4.2.	Surface treatment to improve water proofing properties.	Item	1		
4.3.	Allow for pre-marking for new markings.	Item	1		
4.4.	Painting new markings of new marking (Taxilanes, Stop bars, wing guides, blast warning markings and no entry signs) with yellow, white, black, and red conspicuous paint as per the drawings	Item	1		
4.5.	Allow for site handover	Item	1		
	Subtotal				

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	Contingency		10%	
	VAT		15%	
	TOTAL			

SECTION 4

SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1.1 (o)	The Employer is : Eswatini Civil Aviation Authority
GCC 1.1 (r)	The duration of the engagement shall be : 3 weeks
GCC 1.1(u)	The Project Manager is: Chief Aerodrome Officer, Eswatini Civil Aviation Authority
GCC 1.1 (z)	The start date shall be: After Receipt of the Appointment letter

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GCC1.2	
GCC 14.1	Site Investigation Reports are: Not Applicable
GCC 21.1	The Site Possession Date(s) shall be: N/A
B. Time Control	
GCC 27.1	The contractor shall submit for approval a work plan with timelines within 10 working days from receipt of Letter of Appointment.
D Cost Control	
GCC 47.1	The Service Provider is subject to price adjustment should there be a significant increase due to exchange rates before the contract engagement.

DECLARATION OF ELIGIBILITY

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

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

To: **The Secretary to the Tender Board,**

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Eswatini Civil Aviation Authority
P.O BOX D361
THE GABLES
H126

Dear Sirs,

Re Tender Reference: 05 of 2024/2025

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/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 directors police clearances are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Authorised Representative

Date

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EVALUATION SHEET

EVALUATION SHEET FOR: AIRPORT APRON MARKINGS MAINTENANCE AT KING MSWATI III INTERNATIONAL AIRPORT (Tender 05 of 2024/25)			
NAME OF TENDERER:			
Required Documents	Yes	No	COMMENTS

<ul style="list-style-type: none"> • Original Tender Purchase Receipt • Trading license • Original Tax Compliance Certificate • ENPF Compliance Certificate • Certified copy of Certificate of Incorporation • Latest form J • Labour Compliance Certificate • Police Clearance • CIC Registration Certificate • Company profile 			
Criteria Elements	Criteria Weighting Factors	Actual Score (%)	COMMENTS
1. Relevant Experience <ul style="list-style-type: none"> • Previous projects of this nature and magnitude (15) • Experience of team in similar projects (15) 	30%		
2. Methodology <ul style="list-style-type: none"> • Programme of works (3 weeks)-(10) • Method Statement (the approach to executing the work while adhering to aviation safety and security regulations, as well as health and safety protocols).(30) • Management systems (OHSMS, EMS, QMS, Other).(10) 	50%		
3. Specifications <ul style="list-style-type: none"> • Understanding of the specification on the works.(5) • Ability to provide services (Availability of apron painting equipment and evidence of ownership or rental)-(15) 	20%		
TOTAL	100%		

E

NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%

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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

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

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

Section 5.

STANDARD FORM OF CONTRACT

AGREEMENT ENTERED INTO BY AND BETWEEN:

ESWATINI CIVIL AVIATION AUTHORITY

(Hereinafter called the "Authority") with its Head Office at Matsapha Airport, Matsapha Airport Road, Matsapha. The Authority duly represented by the Director General authorized by section 31 (4) (b) of the Civil Aviation Act No. 4 of 2022, hereinafter referred to as the Act.

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And

(Hereinafter called the "Service Provider") with the principal place of business at

The "Service Provider" duly represented by

_____ who warrants that
he/she is so authorized.

Agreement for the PROVISION OF AIRPORT APRON MARKING AT KING MSWATI III INTERNATIONAL AIRPORT

THE AGREEMENT

1. Appointment

The Authority hereby appoints (Proprietary) Limited who accepts such appointment, to provide services as outlined in Clause 4 of this Agreement.

2. Duration

This Agreement shall endure for a period of (3) weeks commencing
.....20..... to20.....

3. Fees and Payment Terms

The Authority will pay to the Service Provider, on approval of each stage of the project activities, throughout the full term of the Agreement, amounts consisting of the following:

3.1 An amount of E..... (in words) towards the overall costs of the services rendered.

3.2 3.2 The payment shall be made within thirty (30) days after receipt of an invoice or on or before the 5th day of the following month.

4. Scope of Services

During the currency of the Agreement, the Service Provider shall provide airport apron markings.

Should either Party wish to propose any change to the scope of works, such Party shall provide the other Party with a written proposal of such a change.

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5. Service Levels

The Service Provider undertakes that in providing the services to the Authority it will comply with the scope of services as outlined in Clause 4.

6. Warranties

The Service Provider warrants that:

6.1 It shall use and adopt professional standards and provide the services with due care, skill and diligence;

6.2 The services shall be delivered in accordance with the schedule with which both Parties shall agree to, and the service provider shall be prompt and punctual at all times.

6.3 The service provider shall at the end of the contract, produce a documented comprehensive report on the exercise.

7. Obligations

7.1 The Service Provider undertakes:

7.1.1 To provide airport apron markings to ESWACAA within the specified time frame;

7.1.2 Develop a programme/workplan of implementation;

7.1.3 Deliver a comprehensive report of the activities undertaken.

7.2 The Authority undertakes: 7.2.1 To facilitate a conducive environment for the provision of the airport apron markings;

7.2.2 Avail and designate an Officer who will ensure that the provision of the services is conducted in an appropriate and conducive manner.

8. Force Majeure

Neither party shall be under any liability to the other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that

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non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligations hereunder. As used herein, the term Force Majeure shall mean and include, but shall not be limited to, any acts of God, explosion, fire, flood, perils of the sea or air, explosion, sabotage, accident, embargo, riot, civil commotion, war or other hostilities, governmental or parliamentary acts, regulations or orders, or any other circumstance beyond the reasonable control of the Party so failing. If such a Force Majeure is of duration of more than fourteen (14) days, each party shall be entitled to terminate this Agreement by written notice, without any additional liability to the other Party.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the Laws of Eswatini. In the event of any dispute, the Parties shall try to settle the matter amicably.

9.2 If the Parties are unable to reach a settlement within ten (10) days of notice of dispute, the Parties are at liberty of enforcing rights and obligations under the Agreement through the judicial system.

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10. Variation, Amendment and Termination

This Agreement constitutes the entire agreement between the Parties. Any variation, amendment and termination of this Agreement shall be effective when:

10.1 The proposal for variation or amendment is made in writing by the Party proposing such to the other party.

10.2 The other Party agrees in writing to the variation or the amendment and duly notifies the other Party.

10.3 A document encompassing the variation or amendment is duly signed by both Parties. The Agreement shall be considered to have been varied or amended on the date of the last signature of the notice to vary or amend.

10.4 A notice of termination is sent by the Party intending to terminate the Agreement giving seven (7) days' notice.

10.5 The other Party acknowledges the receipt of the notice to terminate and agrees to the termination.

10.6 A document is signed by both Parties and the Agreement shall be considered to have been terminated on the date of the last signature of the notice to terminate.

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11. NOTICE AND DOMICILIUM

11.1 Each of the Parties chooses *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder:

THE AUTHORITY _____

Telephone:

Mobile:

SERVICE PROVIDER _____

Telephone:

Mobile:

11.2 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Kingdom of Eswatini which is not a post office box or poste restante.

11.3 Any notice given and any payment made by a Party to the other ("the addressee") which: 11.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

11.3.2 is posted by prepaid registered post from an address within the Kingdom of Eswatini to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourteenth day after the date of posting;

11.3.3 is transmitted by telefacsimile to the telefacsimile number forming an element of the addressee's domicilium in terms of this clause shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (Forty-eight) hours after the time of transmission.

Disclaimer

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12. Effective Date and Signature

The effective date of this Agreement is the 20.....

The Parties also indicate agreement with this Agreement by their signatures.

On behalf of Eswatini Civil Aviation Authority:

Name: _____

Title: _____

Signature: _____ Date: _____

On behalf of Service Provider:

Name: _____

Title: _____

Signature: _____

Date: _____

Disclaimer

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