

7.1.5 The Contractor shall ensure that equipment used in providing the Services are maintained according to acceptable industry practices, and that service failures are promptly rectified so as to not influence the service level stated in the specification.

7.2 The Authority undertakes:

7.2.1 To facilitate a conducive environment for the provision of the SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) at KMIII;

7.2.2 To ensure that the service provider's personnel is inducted for effective service delivery before resumption of the contract;

7.2.3 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 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.

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.

11. NOTICE AND DOMICILIUM

11.1 Each of the Parties chooses *domicilium citandi et executandi* ("domicilium") for purposes of giving 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 _____

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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.

12. Effective Date and Signature

- a) The effective date of this Agreement is the
20.....
- b) 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: _____

Section 8: Attachments

Attach 1: Tender Form

Tenderers must complete one tender form. Subcontractors or partners do not need to complete a tender form.

Date:

Tender Reference No.:

To: Eswatini Civil Aviation Authority

Matsapha Airport

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Having examined the tendering documents the receipt of which is here hereby duly acknowledged, we, the undersigned, offer to undertake the **Supply And Install Generator Auto Transfer Switch (ATS)** at King Mswati III International Airport in conformity with the said tendering document for the sum reflected in the Financial Proposal envelop and at the rates indicated in the pricing form and made part of the Financial Proposal.

We undertake, if our Tender proposal is accepted, to deliver the services in accordance with requirements stipulated in the TOR forming part of the contract.

We agree to abide by this Tender for a period of **120** days from the date fixed for the Tender opening under **clause 9** of the Tender Data Sheet, and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We accept that you are not bound to accept any tender you may receive.

.....

[Signature] [in my capacity as]

Duly authorized to the Tender for and on behalf of
[Company name]

Attach 2: Declaration of Eligibility

All Tenderers must meet the following criteria to be eligible to participate in public procurement.

Tenderers must provide a signed declaration in their company letterhead in the following format. If the Tenderer is being represented by a joint venture or consortium, all members must sign separate declarations.

Dear Sirs,

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Re-Tender Reference No:

In accordance with the eligibility requirements of the Procurement Regulations and the tender documents we hereby declare that:

a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into a contract.

b) We further declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

c) We declare that we have fulfilled our obligations to pay taxes and social security contributions.

d) 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) We do not have a conflict of interest in relation to the procurement requirement.

Signed

Date.....

Attach 3: Relevant Company Experience

Duration	Assignment name & brief description of main deliverables	Name of Client	Role on the assignment
Eg., – Jan 23- Feb 3	Supply and installation of		Main contractor

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Attach 4: Qualifications of key staff

Tenderers must provide with their tender the following information on the relevant qualifications of the staff they propose to use for the service contract by completing this form.

Name	Position	Qualification	Experience

Note:

The above-mentioned staffs are minimum required key staff for this project that must be available on-site during project execution.

In case any of these staff abandons the project site for any reason whatsoever, the contractor must immediately arrange their equivalent replacement with prior approval of the Employer.

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Attach 5: Site visit Certificate

SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

I, _____ on behalf of
(Name of Tenderer representative)

_____, in the company of
(Tendering Company)

_____, visited the site in
(Name of Employer's representative)

connection with Open Tender Ref. No.of 2024/25: For the SUPPLY AND INSTALLAYION OF A GENERATOR AUTO TRANSFER SWITCH (ATS) at King Mswati III International Airport.

Having examined the bid documents including the Schedule of supplies, I certify that I have acquainted myself with the nature, geographical and exact location of the environment; the facility on which the system will be installed, and other requirements related to access to airport restricted sites; the requirement to separate the technical and financial proposals and terms of reference of the bid.

I further certify that I am satisfied with the description of the works and Employer's explanations, and I understand perfectly the works to be undertaken as specified and the execution of the resultant contract.

.....
(Name and Signature of Bidder's Representative)

Date:.....

.....
(Name and Signature of Employer's Representative)

Date:.....

Note 1. This form shall be completed and signed at the time of the visit to the site where the works will be carried out

Note 2. This form shall be part of the bid documents, hence it must be attached and submitted together.

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Attach 6: Letter of Price Bid.
To be part of Financial Proposal Envelope.

Date:

Tender Ref No.

To: Eswatini Civil Aviation Authority.

We, the undersigned, declare that:

- a) We have examined and have no reservations of the Tender Documents, including Addenda issued. The total (provisional) price of our Proposal, excluding any discounts is: E.....
- b) Our (provisional) price proposal shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- c) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed, and we do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other Tenderer for the goods.
- d) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- e) If awarded the contract, the person named below shall act as Contract Representative.

Name

In capacity of

Duly authorized to sign the Bid for and on behalf.

Of

Date

Address

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Annex 1: Pricing Schedule - to be part of Financial Proposal Envelope.

# Id	Item description	Specifications	Qty	Rate	Amount (SZL)
1.	Generator Controller	DSE7320 MKII Auto Mains (Utility) Failure Control Module	1		
2.	Gateway	DSE890 MKII DSEWebNet IoT Gateway - 4G (GSM/Ethernet)	1		
3.	Power Supply	DSE160 Power Supply 0160-01 - 24 Volt Self Seeking Power Supply (110v-277v 50/60Hz)	1		
4.	Transfer Switching	95233120 Socomec Remotely operated transfer switch ATyS r 3P 1250A	1		
5.	Floor Standing Panel	ATS Mounting Panel, Height 1800MM, With 1200 MM, Depth 600MM, Orange in Colour, Rated 40kA. Including All Accessories, Bus Bars for Termination of Cables.	1		
6.	Air Circuit Breaker	LV847231 Schneider Electric Circuit breaker Masterpact MTZ1 12H2. 1250 A. 3P drawout. Without Micrologic. Must not Include Chases.	1		
7.	Circuit Breaker Accessories	LV847281 Schneider Electric Micrologic 2.0 X control unit, for Masterpact MTZ1 circuit breakers, drawout, LI protections.	1		
8.	Circuit Breaker Accessories	LV833094 Schneider Electric Sensor plug 1250 A - for MTZ1/MTZ2	1		
9.	Circuit Breaker Accessories	LV847906 Schneider Electric Microswitches OF/SDE/PF and wiring - for Masterpact MTZ1	1		
10.	SWA Cable	300mm ² Single Core SWA Cable	60M		
11.	Cable Lugs	300mm X M10 Steel Lugs	12		
	Delivery to Site				
	Installation				
	Commissioning				
	Safety File & Security Compliance				
	CIC				
	VAT				

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	GRAND TOTAL				

Attachment 7: Evaluation Form

Evaluation Criteria	Yes	No
1. Required Documents <ul style="list-style-type: none"> • Original and valid tax compliance certificate, • Valid Trading license or equivalent, • Certificate of incorporation or equivalent • Valid ENPF compliance certificate or equivalent • Form J or equivalent, Form C or equivalent, • Valid Labour compliance certificate, • Police clearances for Directors • Statement of current commitments 		
<ul style="list-style-type: none"> • Tender form • Signed Eligibility declaration. 		
Technical Evaluation Criteria	Weighting	Evaluator's Score
2. Relevant experience of contractor		
a. Description and relevance to the tendered project	5	
b. Role of tenderer	10	
3. Past performance		
a. Project undertaken in the last 3 years	5	
b. Current litigation	5	
c. Reference details	5	
4. Adequacy of methodology and work plan		
a. Method statement [30]	30	
b. Work plan [15]	15	
c. Organization and staffing [5],	5	
5. Qualifications and competency of staff		
a. General qualifications [5].	5	
b. Qualifications relevant to project [15]	15	
TOTAL	100	

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