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ESWATINI CIVIL AVIATION AUTHORITY

REQUEST FOR TENDER (RFT) TO SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) AT KING MSWATI III INTERNATIONAL AIRPORT.

OPEN TENDER NUMBER 16 OF 2024/2025

NAME OF TENDERER

.....

(Tenderer to fill using block letters)

Eswatini Civil Aviation Authority
P.O. Box D361
The Gables
Ezulwini

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Section 1

Tender Notice and Letter of Invitation to tender.

Dear Sir /Madam,

1. The Eswatini Civil Aviation Authority (ESWACAA) invites tenders for the **Supply and Installation of an emergency Generator Auto Transfer Switch (ATS)** at King Mswati III International Airport. The ATS will be installed at the terminal building generator room.
2. Pre-site meeting
A compulsory pre-site meeting with representatives of the Employer shall be held on **17 January 2025** at KM III International Airport Training Room, at **10:00** hours. Tenderers are advised to bring with them identification documents like ID or passport to enable them to get permits to access the airport restricted area.
3. The supplier will be selected under the Quality-Cost-Based Selection (QBS) procedures as described in this Tender Document.

This RFT includes the following documents:

Section 1 – Tender Notice and Letter of Invitation

Section 2 - Instructions to Tenderers

Section 3 – Tender Data Sheet

Section 4 – Scope of Work/Terms of Reference

Section 5 - Evaluation information

Section 6 – Schedule of supply

Section 7 – Standard form of Contract

Section 8 - Attachments

4. Sealed tender proposals are now invited for the **Supply and Installation of a Generator Auto Transfer Switch (ATS)** at King Mswati III International Airport. A non-refundable receipt of E500 which should be paid to ESWACAA shall be a ticket for admission to the pre-site meeting. The method of payment shall be bank transfers, or direct deposits, or cash payment at Matsapha Offices or Sikhuphe Airport Tax Office on the day of the pre-site meeting. Proof of payment sent to accounts@eswacaa.co.sz. The Tender is open to local companies.
5. 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

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The Gables

Not later than 12 noon Eswatini time on **05 February 2025**

On the outside, the envelope shall be clearly marked:

- **RFT Reference No. 16 OF 2024/2025**
- **Supply and Install Generator Auto Transfer Switch (ATS) at King Mswati III International Airport.**
- **Tenderer's Name and Address**
- **Do not open Before [1200hrs and 05 Feb 2025.]**

Please note that ESWACAA reserves the right to accept or reject all or any of the bids.

BY MANAGEMENT

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Section 2

Instructions to Tenderers	
Tenderers should read these Instructions in conjunction with the attached Tender Data Sheet	
1. Definitions	<p>1.1 Throughout this tender document:</p> <ul style="list-style-type: none"> a) the term "in writing" means communicated in written form (e.g., by mail, e-mail) with proof of receipt. b) if the context so requires, "singular" means "plural" and vice-versa. c) "day" means calendar day. d) the term "Contract Manager" refers to the officer, body or institution appointed under Section 111 of the Public Procurement Regulations 2020. e) "Government" refers to the Government of the Kingdom of Eswatini, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2011; and <p>"ESPRA" refers to the Eswatini Public Procurement Regulatory Agency.</p>
2. Scope of the Tender	<p>2.1 The Employer wishes to receive Bids for the .</p> <p>2.2 This tender is expected to result in a contract for the SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) AT KING MSWATI III INTERNATIONAL AIRPORT</p>
3. Site visit	<p>3.1 Unless otherwise stated in the Tender Data Sheet, the Applicant is encouraged to visit the site at their own risk and cost to examine the site of installation and its surroundings and obtain for themselves at their own cost all information that may be necessary for preparing the Bid and entering into a contract for the performance of the works.</p>

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<p>4. Tenderers responsibilities</p>	<p>4.1 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender not substantially responsive to the Tendering Documents will be at the Applicant's risk and may result in the rejection of its Tender.</p> <p>4.2 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p>
<p>5. Corrupt and fraudulent practices</p>	<p>5.1 Tenderers should be aware that a tenderer who engages in corrupt, collusive, fraudulent, or coercive practices will have its proposal rejected and may further be subject to prosecution under the laws of Eswatini.</p> <p>a). "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of an ESWACAA officer in the procurement process or in contract execution.</p> <p>b). "Collusive" practices means a scheme or arrangement between two or more tenderers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.</p> <p>c). "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.</p>

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<p>6. Procurement regulations and eligibility</p>	<p>6.1 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries of the Procurement Regulations. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or Tenderers for any part of the Contract including Related Services.</p> <p>6.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <ul style="list-style-type: none"> a). Are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Tendering Documents; or b). Submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 9. However, this does not limit the participation of subcontractors in more than one Tender. <p>8.3 A Tenderer that has been sanctioned by ESPPRA in accordance with the above ITT Clause 3.1 (d), shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ESPPRA shall determine. The list of debarred firms is available at the electronic address specified in the TDS.</p> <p>8.4 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its documents establishing the entity) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations 2020.</p> <p>8.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.</p>
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7. Tender preparation	7.1 The Tender prepared by the Applicant, as well as all correspondence and documents relating to the Tender exchanged by the Applicant and the Employer shall be written in the English language.
8. One bid per Tender	<p>8.1 Each Tenderer shall submit only one bid either by themselves, or as partner in a joint venture.</p> <p>8.2 A Tenderer who submits or participate in more than one bid will result in disqualification.</p> <p>8.3 Tenderers must complete one tender form. Subcontractors or partners do not need to complete a tender form. Attach 1</p>
9. Validity	Tenders shall be valid for 120 days specified in the Tender Data Sheet past the latest date for submission. Tenders with a shorter validity will be rejected.
10. Documentary requirements	<p>10.1 Tenders shall be submitted on the forms provided in the Tendering Document and in the number of copies stated in the Tender Data Sheet. Tenders must be typewritten in black ink and signed in black ink by the Applicant's authorized representative. Incomplete or unsigned Tenders may be rejected. Tenderers shall indicate pricing and pricing breakdown as required. In the event of an error in the extension of prices, the unit prices shall prevail. Prices shall be fixed for the duration of the contract and not subject to variation. Prices must include all costs for the works including equipment costs, material costs, installation costs, testing and commissioning cost, FAT costs, know your system site training costs, spares, incidental services, insurances, and all applicable taxes.</p> <p>10.2 All Tenderers must take note that a withholding tax of 15% of the gross amount shall be levied on payment made to non-eSwatini resident companies/contractors and service providers in respect of services performed in eSwatini and 10% on eSwatini resident companies /contractors unless the company/contractor or service provider has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975, as amended)</p>

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<p>11. Documents comprising the Tenderer's offer.</p>	<p>11.1 The bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid., containing the documents listed in Tender Data Sheet under paragraph 7 and 8. Both envelops to be enclosed together in an outer single envelop called the Bid.</p> <p>11.2 The Tenderer shall provide a spares warranty for the number of years specified in the Tender Data Sheet.</p> <p>11.3 Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered to by all partners.</p> <p>11.4 Alternatively, a Letter of Intent to executive a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by two (2) or more firms shall comply with the following requirements:</p> <ul style="list-style-type: none"> a). In case of a successful bid, the form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of the letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant. b). One of the JV partners shall be nominated as being in charge. c). The partner-in-charge shall be duly authorized to deal with the Employer regarding all matters related with/incidental to the execution of the works.
<p>12. Tenderers request for clarification and amendment to tender documents</p>	<p>12.1 A prospective Tenderer requiring any clarification of the Tendering Documents may notify the Employer in writing or electronic mail. The Employer will respond in writing to any request for clarification of the Tendering Documents. Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the Tendering Documents.</p> <p>12.2 Any time before the submission of proposals, the Employer may amend the bidding document by issuing an addendum in writing or by standard electronic means. These shall be shared with all tenderers that have received the tender documents or as advertised in the print media where a pre-tender meeting is not compulsory. This shall be binding to Tenderers.</p>

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<p>13. Submission, sealing, and marking of Tenders for One stage, two envelope tendering method</p>	<p>13.1 Sealing and Marking of Tenders.</p> <p>Signed, and sealed Tenders must be received at the location specified in the Tender Data Sheet on or before the specified date and time.</p> <p>13.2 Each Tenderer shall submit her tender as under:</p> <ul style="list-style-type: none"> a) The signed proposal shall be marked 'Original' and its copy marked 'Copy'. The number of copies required is indicated in the Tender Data Sheet. All copies shall be made from the signed original. b) The original and all documents of the technical proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", <i>'[insert Name of the Assignment]'</i>, <i>reference number, name, and address of the Tenderer,</i> and with the warning "Do not open until [insert date and the time of the technical proposal submission deadline]." c) Similarly, the original financial proposal shall be placed inside a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name, and address of the Tenderer, and with a warning "Do not open with the Technical Proposal". d) The sealed envelopes containing the original technical proposal and original financial proposal shall be placed into one envelope and sealed. This outer envelope shall bear the submission address, RFT Reference number, the name of the assignment, the Tenderer's name, and address, and shall be clearly marked "Do not open Before <u>05 Feb 2025</u> and <u>1200hrs</u> of the submission deadline indicated in the Tender Data Sheet". e) The envelopes containing the Copies of the original will be sealed in one envelope and addressed like the originals. f) The technical bid should comprise of documents listed in Tender Data Sheet and the price proposal should comprise of documents listed in Tender Data Sheet which shall be placed in separate envelopes in accordance with Tender Data Sheet. <p>13.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.</p>
<p>14. Late Tenders</p>	<p>14.1 Any Tender received by the Employer after the deadline for submission specified in the Tender Data Sheet will be rejected and returned unopened to the Tenderer.</p>

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<p>15. Modification and withdrawal of Tenders</p>	<p>15.1 The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the Employer prior to the deadline for its submission. A withdrawal notice may be sent by e-mail but followed up by a signed confirmation copy. A Tenderer's representative shall initial Tender changes or modifications in black ink.</p> <p>15.2 No Tender may be modified after the deadline for submission of Tenders.</p> <p>15.3 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of its validity.</p>
<p>16. Tender opening</p>	<p>16.1 The date, time, and place for the opening of Tenders and proposals is specified in the Tender Data Sheet. All Tenderers have the right to attend at their own expense. The Bid Price will remain unopened and will be held in custody of the Employer until the specified time of their opening.</p> <p>16.2 Envelops holding the Technical Bids shall be opened on at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> a). Name of Tenderer b). The presence of Bid Security, if required, and c). Any other details as the Employer may consider appropriate. <p>16.3 No Bid shall be rejected at the opening of Technical Bids except for late bids.</p> <p>16.4 Minutes of the Tender Opening will be kept, and copies provided to any interested party upon request.</p>
<p>17. Clarification of Tenders</p>	<p>17.1 To assist in the examination and evaluation of Tenders, the Employer may, at his discretion, ask for any Tenderer for clarification of its Tender, including breakdown of unit rates. The request for clarification and response shall be done telephonically but followed up by written clarification request by email. No change of 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 during the evaluation of Tenders.</p> <p>17.2 If the Tenderer does not provide the clarification sought by the date and time set in the Employer's request for clarification, its Tender shall be rejected.</p>

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<p>18. Examination of Bids and determination of responsiveness</p>	<p>18.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the tendering documents.</p> <p>18.2 A substantially responsive Tender is one which:</p> <ul style="list-style-type: none"> a). Meets the eligibility criteria, Attach 2, b). Has been properly signed, c). Is accompanied by a Tender Security (if so required) <p>18.3 For purposes of this clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tendering Document without material deviation. The Employer's determination of a Tender's responsiveness shall be based on the contents of the Tender itself without recourse to extrinsic evidence.</p> <p>18.4 If a Tender is not substantially responsive, it may not be subsequently made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/clarification in writing which shall be responded to in writing.</p>
<p>19. Correction of errors</p>	<p>19.1. 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:</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, and ii. Where there is a discrepancy between unit rate and the line 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 total will govern, and the unit rate will be corrected. <p>19.2. The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, and with concurrence of the Tenderer shall be considered binding to the upon the Tenderer. If the Tenderer does not accept the corrected Tender Price, its Tender will be rejected, and the Bid Security shall be forfeited.</p>
<p>20. Evaluation of Tenders</p>	<p>20.1 The Employer will evaluate only the Tenders determined to be substantially responsive.</p> <p>20.2 The Employer shall appoint a committee of evaluators to examine and evaluate all Tenders.</p>

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21. Notification of award	<p>21.1. Prior to the expiration of the Tender's validity, the Employer will notify the successful Tenderer in writing that its Tender has been accepted. The successful Tenderer will be expected to sign a contract within 14 days of the notification of award.</p> <p>21.2. Where a Tender Security has been provided, this will be returned to the successful Tenderer following signing of contract. All unsuccessful tenderers' securities will be returned at the same time.</p>
22. Intention to award	<p>22.1 All Tenderers are required to provide contact email addresses to the procuring entity through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).</p>
23. Rejection of Tenders	<p>23.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process at any time prior to the award of a contract, without thereby incurring any liability to the affected Tenderer(s) or any obligation to provide information on the grounds for its action.</p>
24. Contract formation	<p>24.1 A Tender becomes a binding contract only when officially accepted in writing by the Tenderer. Payment for the requirement under this tender shall be governed under the payment terms in the Contract duly signed by both parties.</p>

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Section 3

Tender Data Sheet

The following specific data for the good and works of the bid shall complement, amend, or supplement the provisions of Section 2, Instructions to Tender (ITT). Wherever there's conflict between the ITT and Tender Data Sheet requirements, the provisions herein shall prevail over the ITT instructions.

Tender Data Sheet		
ITT Ref.	Paragraph description	Clause which forms part of the Instructions
1.	Name of project and summary of Works	Supply and installation of generator Auto Transfer Switch (ATS) at King Mswati III International Airport
2.	Eligible bidders	<p>2.1 The Tender is open only to local companies that are registered under CIC</p> <p>2.2 An individual Bidder or joint venture meeting clause 2.1 above will be considered for further evaluation will qualify for if they meet the following criteria:</p> <p>a). Similar work experience</p> <p>(i) The Bidder has completed at least two (2) projects of similar size and complexity as a contractor (not a sub-contractor). In case of joint venture, one partner should fulfil the similar work experience requirement, otherwise each member shall be assessed according to its share in the joint venture.</p> <p>(ii) A maximum number of two (2) firms are allowed to form a joint venture.</p>
3.	One bid per bidder	<p>5.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will result in disqualification.</p> <p>5.2 In a joint venture, only one firm shall submit a Bid. If more than one Bid is submitted by both firms belonging to a joint venture, all such Bids shall be rejected to avoid conflict of interest.</p>
4.	Corruption and fraud	4.1 A list of firms debarred from participating in Government-financed projects is available at https://www.esppra.co.sz
5.	Time limit for clarification	5.1 The last day for Bidders to seek clarification is Click or tap to enter a date., seven (7) days before the latest deadline for submission of Bids.

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6.	Language of Tender	6.1 Tender exchanged by the Applicant and the Employer shall be written in the English language.
7.	Documents comprising the Technical Bid (Envelop A)	In addition to the documents stated in the Instruction to Tenders, the following are required: <ul style="list-style-type: none"> a) Tenderers must complete and provide with their Bids the forms contained in this tender document. b) A signed site visit certificate in the format provided in this tender document (Attach. 3) c) A certified copy of relevant current Trading Licence d) A certified copy of Tax Clearance e) A certified copy of current National Provident Fund Compliance Certificate f) A certified copy of current Labour Compliance Certificate g) Police Clearance for all company Directors h) Form J i) Form C j) At least 3 references k) CV for key staff/Project leader l) 10 years spares warranty
8.	Documents comprising the Financial Bid (Envelope B)	The Tenderer shall submit with its price Bid the following documents: <ul style="list-style-type: none"> a). Letter of Price Bid (Attach 4). b). Bill of Quantities (BoQ)
9.	Validity period	11.1 The bid shall remain valid for 120 days after the latest deadline for submission of bid.
10.	Currency of Bid and payment	10.1 The unit rates and prices shall be quoted in Lilangeni and shall be paid in Lilangeni
11.	Submission of Bids	Completed Tender documents shall be delivered in sealed envelopes to: Secretary to Tender Committee Matsapha International Airport Tender Box located at Main Reception area.
12.	Deadline for submission	12.1 The latest day and time of Tender submission is 05 Feb 2025 at 12 noon.
13.	Tender opening (Envelope A)	Venue: Matsapha Airport Board room Time: 12:05 PM Date: 05 Feb 2025
14.	Method of Selection	The method of Selection is Quality Based Selection method

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15.	Tender Evaluation	<p>The Evaluation shall be in 3 stages.</p> <p>15.1 Stage 1: Tender completeness</p> <ul style="list-style-type: none"> • This is done to determine whether the Tender document is complete and is responsive to the basic instruction and requirements of the basic requirements of the Tender document. • Failure to meet the Tender documents requirements/instructions shall result in disqualification of the Proposal. <p>15.2 Stage 2: Assessment of Technical Quality</p> <p>Bids shall be evaluated to ensure that all mandatory technical requirements are substantially meet. The minimum qualification mark is 80 points.</p> <p>15.3 Assessment Criteria and sub-criteria:</p> <p>b.3 Relevant experience of Bidder [15]</p> <p>b.4 Past performance [15]</p> <p>b.5 Adequacy of methodology and work plan [50]</p> <p>b.6 Qualification and competence of staff [20]</p> <p>15.4 Stage 3: Financial evaluation</p> <p>15.4.2 Proposals that met the minimum qualification mark [80] in Stage 2 shall proceed to the financial evaluation stage.</p> <p>15.4.2 The financial proposal submitted by qualifying Bidders shall be referred to as Gross Financial Proposal (GFP).</p> <p>15.4.2 Procedure:</p> <p>(i) The lowest GFP is given a maximum score of 100. This is then used as a basis to calculate the financial score of the other financial proposals.</p> <p>15.5 Total Score</p> <p>15.5.2 The total score shall be obtained by weighting and adding the technical and financial score; this will determine the ranking of the Bidders proposal.</p>
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Section 4

Scope of Work/Terms of Reference

SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) AT KING MSWATI III INTERNATIONAL AIRPORT

1. Project background

The ESWACAA intends to procure the services of a reputable Electrical Contractor through open tendering by following the Eswatini Public Procurement Agency regulations in order to obtain competition and value for money to the extent possible. The basic objective of this project is to automate the transfer of power from the normal supply to the emergency generator during primary power failure, and to switch back when the primary power is established to be stable to minimise disturbances of terminal operations at KM III International airport.

The switch-over time between primary to secondary/generator supply is 20 seconds and from secondary/generator to normal power is zero seconds.

The list of goods and services herein sought are presented in **Section 6: Schedule of Supply**.

2. Services and tangible work products.

The Employer requires execution of at least the services listed below to complete the project.

- a. Supply and Install Generator Auto Transfer Switch (ATS) Panel.
- b. Supply and install Spare Main DB Panel Air Circuit Breaker.
- c. Supply and installation of temporal supply from main breaker to spare breaker.
- d. Testing, Commissioning and Training.

3. Scope of work

The successful company shall

- a. Supply, transport, pay duty fees and any other incidental costs associated with delivery of goods at KM III International Airport.
- b. Supply all material required for quality installation all the units.
- c. Design and Provide Drawings for Panel and Cable Schedule.
- d. Install all equipment that constitute the complete operation of the Generator system.
- e. Test and commission the system to ensure that all parts of the system perform interactively.
- f. As Build drawings, Software Back-up, Spec sheet, Bill of quantities and Operational manual.
- g. Decommissioning of old system.

4. Exclusions from scope

- a. Supply of Generator Controller Panel.
- b. Supply of Generator.

5. Payments

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- a. The ESWACAA shall pay the winning company upon receipt of an invoice of supply no later than 30 days from receipt of invoice, or as per contractual payment terms.

Section 5

Evaluation information

The objective of the evaluation of bids is to ensure that all mandatory technical requirements are substantially meet.

The evaluation shall be done on the selected criterion.

Table showing points allocation for selected criterion

Technical proposal evaluation	
Rated category and feature	Points (weights)
1. Relevant experience of contractor	15
a. Description and relevance to the tendered project [5]	
b. Role of tenderer [10]	
2. Past performance	15
a. Project undertaken in the last 5 years [5]	
b. Current litigation [5]	
c. Reference details [5]	
3. Adequacy of methodology and work plan	50
a. Method statement [30]	
b. Work plan [15]	
c. Organization and staffing [5],	
4. Qualifications and competency of staff	20
a. General qualifications [5].	
b. Qualifications relevant to project [15]	
Total	100

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Section 6

Schedule of Supply

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

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Section 7

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.

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 SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) AT KMIII TO ESWATINI CIVIL AVIATION AUTHORITY.

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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 Duration of the project commencing20..... 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 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 SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) at King Mswati III International. The SCOPE shall include the following:

- a. Supply and Install Generator Auto Transfer Switch (ATS) Panel.
- b. Supply and install Spare Main DB Panel Air Circuit Breaker.
- c. Supply and installation of temporal supply from main breaker to spare breaker.

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d. Testing, Commissioning and Training.

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

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 SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) at KMIII 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, provide documented comprehensive reports, as build drawings, Software Back-up, spec sheet, Bill of quantities and operational manuals.

7. Obligations

7.1 The Service Provider undertakes:

- 7.1.1 To provide professional SUPPLY AND INSTALL GENERATOR AUTO TRANSFER SWITCH (ATS) at KMIII as per schedule and scope.
- 7.1.2 To recruit as required, employ and provide enough competent staff of the correct grade to Install and Commission the works. All such staff must be fit and trained in relation to the nature of the employment.
- 7.1.3 The Contractor shall comply with the basic minimum standards as specified in Eswatini Labour Laws.
- 7.1.4 The Contractor undertakes to work with ESWACAA throughout the duration of this Agreement to maximize the cost effectiveness of services to ESWACAA at no less than the specified standards set out in the Specifications.

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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

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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 domicile 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 domicile 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 domicile 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 domicile 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:

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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
INSTALLATION 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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