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SWAZILAND CIVIL AVIATION AUTHORITY

REQUEST FOR PROPOSALS FOR AIRPORT SHUTTLE AT KING MSWATI III INTERNATIONAL AIRPORT

TENDER NUMBER NO. 22 OF 2018/2019

NAME OF TENDERER

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

Swaziland Civil Aviation Authority
P.O. Box D361
The Gables
Swaziland



SWAZILAND CIVIL AVIATION AUTHORITY

INVITATION TO TENDER FOR AIRPORT SHUTTLE AT KING MSWATI III INTERNATIONAL AIRPORT

TENDER NO. 22 OF 2018/2019

1. Tenders are hereby invited from suitably qualified Service Providers to provide proposals for the Airport Shuttle at King Mswati III International Airport.
2. Requests for Proposals may be purchased from; the **Swaziland Civil Aviation Authority Head Office, Matsapha Airport Road** (Finance offices) effective from the 02nd November 2018 for a non-refundable fee of **E300.00** per set. The method of payment shall be cash, bank guaranteed cheque or electronic fund transfer proof in favour of SWACAA.
3. Completed Tender Documents shall be delivered in a sealed envelope to:
The Secretary of the Tender Committee
Swaziland Civil Aviation Authority
Matsapha Airport Road
Matsapha
P.O Box D361
The Gables

Not later than 12 noon Swaziland time on the **12th December 2018** at which time the tenders will be opened.

On the outside, the envelope shall be clearly marked:

"CONFIDENTIAL

TENDER NO. 22 OF 2018/2019

PROPOSAL FOR AIRPORT SHUTTLE SERVICES AT KING MSWATI III INTERNATIONAL AIRPORT

(Not to be opened before 12 Noon on the 12th December 2018)".

NB: Technical proposals must be accompanied by financial proposals.

4. The Swaziland 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 Swaziland Civil Aviation Authority hereby seeks the services of a reputable Service Provider to provide Airport Shuttle Services at King Mswati III International Airport.

1. The Authority is seeking the services of a suitably qualified Service Provider to undertake the project.
2. The Service Provider will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
3. The RFP includes the following documents:
 - Section 1 – Instructions to Tenderers
 - Section 2 – Form of tender and qualification information
 - Section 3 – Terms of Reference
 - Section 4 – General conditions of contract.
 - Section 5 – Technical evaluation sheet.

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

BY MANAGEMENT



SECTION 1

INSTRUCTIONS TO BIDDERS

1.1 Qualification of the bidder

All Service Providers shall include the following information and documents with their bids;

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; Original tax compliance certificate, Trading license, Certificate of incorporation , SNPF compliance certificate, Form J, Form C, Labour compliance certificate, Police clearances for Directors, written power of attorney of the signatory of the bid to commit the bidder and tender purchase receipt. First preference will be given to Swazi Companies.
- (b) Total monetary value of similar work performed for each of the last two years;
- (c) Experience in works of a similar nature and size for each of the last two years and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) Authority to seek references from the bidder's bankers;

1.2 One bid per bidder

Each Service Provider shall submit only one bid. A Service Provider who submits or participates in more than one bid will result in disqualification.

1.3 Cost of bidding

The Service Provider shall bear all costs associated with the preparation and submission of his bid, and SWACAA 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 in the table below and any addenda issued:

- Letter of Invitation
- Instructions to bidders
- Forms of bid and qualification information



- Conditions of contract

1.5 Clarification of bidding documents

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

1.6 Amendment of bidding documents

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

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to SWACAA.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, SWACAA 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 (e.g. VAT, withholding tax etc.) and other levies payable by the Service Provider under the Contract shall be included in the total bid price submitted by the bidder. The prices quoted by the bidder shall not be subject to adjustment during the performance of the Contract.



1.9. Bid validity

Bids shall remain valid for a period of 60 days from date of tender opening. In exceptional circumstances, SWACAA 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 copies 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 SWACAA for record purposes.

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

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

1.11. Sealing and marking of bids

The bidder shall seal the original and the copies of the bid in two separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY" respectively. The envelopes shall;

- be addressed to SWACAA at the address provided in the tender advertisement.
- bear the name and identification number of the Tender number as defined.
- provide a warning not to open before the specified time and date for Bid opening.



In addition to the identification required, the envelopes shall indicate the name and address of the bidder to enable the tender to be returned unopened in case it is declared late. If the envelopes are not sealed and marked as above, SWACAA will assume no responsibility for the misplacement or premature opening of the bid.

Technical and Financial proposals shall be submitted in separate envelopes.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and be clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 12 DECEMBER 2018, 12 NOON LOCAL TIME”**.

1.12. Deadline for sub-mission of bids

Bids shall be delivered to SWACAA at the address specified in the tender advertisement and no later than the time and date specified. SWACAA may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of SWACAA 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 SWACAA after the prescribed deadline will be returned unopened to the bidder.

1.14. Bid opening

SWACAA will open the bids, in the presence of the bidders’ representatives who may choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of bid security where applicable, documents defining the constitution or legal status (e.g. valid trading license/, tax clearance certificate etc.) and power of attorney will be announced by SWACAA at the opening. SWACAA 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. Firms with



incomplete documentation will be disqualified. SWACAA will prepare a record of the opening.

1.15. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence SWACAA'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, SWACAA may, at SWACAA'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 SWACAA in the evaluation of the bids.

1.17. Correction of errors

Bids determined to be substantially responsive will be checked by SWACAA for any arithmetic errors. Errors will be corrected by SWACAA 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 SWACAA there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

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



1.18. Evaluation and award criteria

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

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

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

1.20. Notification of award and signing of agreement

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

The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security if required and signing the Agreement. SWACAA will notify the other bidders that their bids have been unsuccessful.

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



SECTION 2

LETTER OF ACCEPTANCE AND TENDER QUALIFICATION INFORMATION

Project Title: REQUEST FOR PROPOSALS FOR AIRPORT SHUTTLE SERVICES AT KING MSWATI III INTERNATIONAL AIRPORT

Contract No: Tender number no. 22 of 2018/2019

To: The Secretary to the Tender Committee
Swaziland Civil Aviation Authority
Matsapha Airport Road
P.O. Box D361
The Gables

Sir/Madam,

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

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

Yours faithfully,

.....

Date.....

Contact Numbers

Email

Authorized Signature.....



QUALIFICATION INFORMATION

The Bidder shall supply the following information;

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

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

3.0 Total annual volume of work related to this project performed in the last five years.

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

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

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

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

6.0 Name, address, telephone, email and facsimile numbers of banks that may provide references if contacted by SWACAA.



SECTION 3

TERMS OF REFERENCE

REQUEST FOR PROPOSALS FOR AIRPORT SHUTTLE SERVICES AT KING MSWATI III INTERNATIONAL AIRPORT

Background:

The Swaziland Civil Aviation Authority (SWACAA) is a parastatal under the Ministry of Public Works and Transport that was established through the Civil Aviation Act No 10 of 2009. SWACAA's mandate is to regulate the civil aviation industry in Swaziland and to operate the two airports in the Kingdom of Swaziland namely King Mswati III International Airport and Matsapha Airport.

PART I: PROJECT SUMMARY:

The Authority is soliciting this Request for Proposals for Airport Shuttle Services at King Mswati III International Airport from qualified Service Providers to provide prompt service to the traveling public.

The summary below is intended only to provide prospective Service Providers with a brief familiarization with the Shuttle Services at the Airport and to generally advise of future plans. The Authority does not guarantee the exact accuracy of the statistics herein or that future statistics will be similar.

The following table provides the Airport's passenger count, per month, during the last three Calendar Years – 2015, 2016, and 2017.

Total Passengers by Month	CY 2015	CY 2016	CY 2017
January	3150	2797	4381
February	4151	4046	5048
March	4815	4116	5836
April	4198	4634	4242

May	4931	5249	4780
June	4509	4871	4726
July	5048	5047	5421
August	5044	6309	4971
September	5279	5829	4711
October	5300	5703	4465
November	5183	4954	4636
December	3088	3230	3538
Grand Total	54696	56785	56755

The selected Service Provider will be expected to meet all flights with adequate vehicles to meet the demand of the service and to provide all passengers a high level of service. The selected Service Provider will operate in accordance with the Rules and Regulations of the Authority at all times and comply with applicable state laws and regulations.

PART 2: OPERATION OF SERVICES

Service Providers are to include providing Shuttle Services to passengers traveling to or from King Mswati III International Airport and the main destinations of Manzini, Matsapha, Ezulwini and Mbabane.

(a) Current Operations:

The Authority currently contracts with Recon Transportation Solutions (Proprietary) Limited to provide Shuttle services. Recon has preferential parking areas at the Airport for staging shuttle vehicles and a customer service ticket counter within the public concourse area of the Airport Terminal Building with considerable visibility for walk in customers without a prior reservation requesting transportation to a specific service area.



(b) Hours of Operation:

The selected Service Provider will be responsible for hiring and managing employees to provide Shuttle Services between the hours of 5:00 a.m. to 7:00 p.m. seven days a week. Current shuttle schedule is attached as “Attachment 1”

(c) Contract:

The selected Service Provider will be required to execute an Concession Agreement for Shuttle Services, a sample of which is attached hereto as “Attachment 2”, and made a part hereof. The Agreement will be for three (3) years commencing January 1, 2019 and will continue through December 31, 2021. The Agreement will incorporate the selected Service Provider's Proposal, scope of services and other pertinent requirements and details.

(d) Audit:

The selected Service Provider will, at all times, be subject to audit by the Authority or its designee, and the Authority will have full access to all materials and records including employee training records developed and prepared during the term of the Agreement.

PART 3: MINIMUM QUALIFICATIONS

The following minimum requirements have been established as a basis for determining the eligibility of the proposing Service Provider. A proposal will be considered non-responsive unless sufficient documentation is provided to determine whether the Service Provider meets the following requirements:

- 3.1 Within the past five years (from at least January 1, 2013 to present), the Service Provider must have two or more years’ experience of continuous operation and management of a Shuttle Service.
- 3.2 Service Provider must have at least one year of experience in the successful operation of a public ground transportation service.
- 3.3 Service Provider must be able to demonstrate the financial capability to finance or purchase the necessary vehicles and equipment prior to January 1, 2019 that are required to provide the services listed, and to hire and compensate their employees for the operation of the Shuttle Service.
- 3.4 Service Provider must be able to demonstrate its ability to obtain vehicles with appropriate third party liability insurance cover.



PART 4: SCOPE OF SERVICES

The provision of Shuttle Services at the Airport is non- exclusive. The selected Service Provider will be required, at a minimum, to provide the services, personnel, and equipment listed below.

Services

- A. The Shuttle Service will operate between the hours of 5:00 a.m. until fifteen (15) minutes after the latest flight, seven days a week. Staffing levels should be sufficient to meet the customer demand.
- B. Service Provider will pick up customers from the Airport and deliver to customer's destinations, and provide a high level of customer service to the traveling passengers. Service Provider will staff the counter during its service hours in the Terminal Building to assist walk-up customers without a prior reservation requesting transportation to their designated destinations, and provide a high level of customer service to the traveling passengers.
- C. Service Provider shall provide reasonable and timely service to the customers from points in the Airport's service area for passengers who desire such service.
- D. Service Provider shall drop off passengers at the Terminal Building.
- E. The selected Service Provider will have in place a specific written procedure/policy for handling complaints that is responsive, timely, seeks resolution, and maintains the countenance of a first class operation. The procedure/policy will be reviewed by the Authority and the selected Service Provider will incorporate and adhere to any changes or additions that the Authority deems necessary.
- F. The selected Service Provider will operate in accordance with the provisions of the Rules and Regulations of the Swaziland Civil Aviation Authority.
- G. The selected Service Provider will not solicit business in anyway in the Terminal Building or designated parking area. Except, when drivers are sitting in or standing immediately adjacent to their vehicle, or immediately adjacent to the counter space in the Terminal Building. The selected Service Provider shall restrict their employees to the immediate vicinity of their vehicle or the immediate vicinity of their Terminal Building counter.



- H. The selected Service Provider will maintain on file with the Marketing Director's office a current fare schedule throughout the term of the Agreement and shall charge reasonable fares. Fares shall be subject to the Authority's approval, such approval will not be unreasonably withheld.

Personnel

- A. All personnel shall be considered to be, at all times, the employees or agents of the selected Service Provider and not employees or agents of the Authority.
- B. The selected Service Provider will provide key personnel for the management of the Shuttle Services including managers, supervisors, drivers, and employees assigned to ticket counter until all flights are met.
- C. The selected Service Provider will provide an adequate number of properly trained employees to ensure that the public receives prompt and courteous service at all times, and to meet the requirements of this Agreement.
- D. The selected Service Provider's drivers shall have public permit licenses for the purpose of transporting passengers.
- E. The selected Service Provider's shuttle employees will be uniformed, clean, and neat in appearance, properly identified and courteous at all times. No Shuttle employee shall use improper language, act in a loud, boisterous, or other improper manner, or smoke in the Terminal Building and within vehicles. The Service Provider will be solely responsible for the conduct and performance of its employees.
- F. The selected Service Provider will have in place customer service training policies and procedures stating the initial and recurrent training plan accompanied by a manual/handbook that will be provided to the Authority. The Service Provider will incorporate and adhere to any additions or modifications to said manual that the Authority may deem necessary. Service Provider's training records will be subject to audit by the Authority or its designee.
- G. The selected Service Provider will immediately remove and keep removed from its payroll at the Airport any employee who participates in illegal acts or misconduct on Airport property, who violates Airport rules and regulations or who, in the opinion of the Service Provider or Authority, is otherwise detrimental to the public interest at the Airport.

Vehicles



- A. **Vehicle Specifications:** The selected Service Provider will be responsible for procuring and maintaining a minimum of two vehicles (22 seater) mini buses/kombis and trailers for the storage of luggage to be used exclusively in the Shuttle Service operation.
- B. The Service Provider shall ensure that there is a contingency plan in case of a breakdown of a vehicle or any occurrence that shall warrant the usage of an alternative vehicle.
- C. The vehicles will have a passenger rated capacity of not less than twenty-two passengers, inclusive of the driver; not more than ten model years old; air-conditioned, clean, neat in appearance, and safe for operation. In addition, the vehicles must: be distinctively painted with Service Provider name, telephone number and email; have such other features as are common to first-class, late-model shuttle transportation; and be subject to approval by the Authority.
- D. Upon request by the Authority, the Service Provider will furnish the Authority a complete listing of all vehicles in service at the Airport, including year, make, model, mileage, capacity and general description, as well as a photograph of each type of vehicle in service.
- E. **Maintenance:** The selected Service Provider will be responsible for the complete maintenance of the vehicles and shall have an appropriate maintenance schedule and records for each vehicle in its fleet. Said maintenance records will be subject to audit by the Authority or its designee.
- F. **Operating Condition:** The selected Service Provider will at all times provide equipment that is first class, safe and in good condition. Service Provider will obtain prior written approval from the Authority before placing a vehicle in service.
- G. **Painting and Signage:** the Authority shall control the selection of color, paint scheme and all signage on vehicles as applicable. The selected Service Provider will provide the necessary painting and signage.

Fees and Payment

- A. The selected Service Provider will pay to the Authority, throughout the full term of an Agreement, amounts consisting of the following:
- B. **Counter Space and parking space:** The selected Service Provider will pay as rent for the counter and parking spaces near the terminal building a fixed amount of E2, 500.00 (two thousand five hundred emalangeneni only) monthly.



- C. Parking spaces shall be designated by the Airport Director and may be reallocated from time to time as deemed necessary by the Airport Director. The selected Service Provider will be lease a minimum of two spaces during the term of the Agreement.

Proposed Operational Plan

The Service Provider is expected to provide the following operation information with the bid:

- A. Description of the Service Provider's operating plan to ensure reasonable and timely service to the customers. Include an explanation of the following:
- B. Customer wait time, what trip time to destination will be considered normal, the maximum number of stops and how these requirements will be met.
- C. The Service Provider's plan to market the services, that should include telephone and online reservation services.
- D. Provide a schedule of proposed rates for the service to the main destinations of Manzini, Matsapha, Ezulwini and Mbabane.
- E. Describe the Service Provider's revenue control procedures to prevent drivers from overcharging customers.
- F. Describe the number and proposed vehicles to be used to provide service. Include specifications, pictures, and/or brochures depicting the vehicles.
- G. Describe how emergency replacements or extra vehicles will be provided when needed.

SECTION 4

GENERAL CONDITION OF CONTRACT

Objective:

It is SWACAA's intention to solicit proposals from qualified companies; to evaluate proposals; to negotiate terms; and to award a contract to the Service Provider whose proposal is determined to serve the best interest of the Authority.

Evaluation and Recommendation

The Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. Service Provider will be expected to cooperate fully with such a request. In addition, the Authority may schedule interviews with the Service Providers as part of the evaluation process. If scheduled, the interviews will be used to clarify information provided by the Service Provider.

The following evaluation criteria have been established to determine which Service Provider will best contribute to the overall project goals of the Authority:

The combined weighing scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%

For the Financial Proposal to be opened by SWACAA, 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.



DECLARATION OF ELIGIBILITY

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

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

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

Dear Sirs,

Re Tender Reference: No. 22 of 2018/19

We hereby declare that:-

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c) I/We have fulfilled our obligations to pay taxes
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and police clearances for Directors are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Authorised Representative



Date

GENERAL INFORMATION

4.1 General information	Name of the Employer: The Swaziland Civil Aviation Authority P. O. Box D361, The Gables Ezulwini www.swacaa.co.sz
4.2. Technical and Financial proposals	Financial Proposal to be submitted together with Technical Proposal in two different envelopes on the same day and time specified. Name of the assignment is: “Airport Shuttle Services at King Mswati III International Airport.
4.3 Method of selection	The method of selection would be in accordance to the procedures set out in the Procurement Regulations issued by the Swaziland Public Procurement Agency (SPPRA)
4.4 Proposal validity	Proposals must remain valid up to 60 days after the submission date.
4.5 Clarifications and Amendments of RFP Documents	Interested Service Provider may obtain further information on request by writing to the address below no later than 1400hrs. Friday 30th November 2018. The Senior Marketing Officer The Swaziland Civil Aviation Authority Tel: (+268)2333 5370, (+268)2333 5301 Fax: (+268)2518 0199 Email: makhosazana@swacaa.co.sz / marketing@swacaa.co.sz
4.6 Submission, Receipt, and Opening of Proposals	The proposals are expected to be submitted to the address by no later than 1200 hours local time on Friday 12th December 2018. The Secretary to the Tender Committee The Swaziland Civil Aviation Authority Matsapha Airport Road Matsapha P.O Box D361



	The Gables
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SECTION 5

EVALUATION SHEET FOR: REQUEST FOR PROPOSALS FOR AIRPORT SHUTTLE SERVICES AT KING MSWATI III INTERNATIONAL AIRPORT (Tender 22 of 2018/2019)			
NAME OF TENDERER:			
Criteria Elements	Criteria Weighting Factors	Actual Score (%)	COMMENTS
1. Adequacy for the Project <ul style="list-style-type: none"> • Competence of key management, professional and technical personnel • Statutory documents (copies): <ul style="list-style-type: none"> - Form J - Current trading license - Current tax clearance - Certificate of incorporation • CVs of Technical personnel 	20%		
2. Relevant Experience <ul style="list-style-type: none"> • Previous projects of this nature and magnitude • Duration of previous projects • Experience of project leader and/or team in similar projects 	25%		
3. Methodology <ul style="list-style-type: none"> • Service Provider's Proposed Operational Plan and Procedures • Quality Control Measures • Level of Service to Customers 	35%		
4. Local Participation <ul style="list-style-type: none"> • What percentage of management and technical team is local • Joint venture with local Service Provider (if Tenderer is foreign) • Skills transfer to locals 	20%		



• Engagement/consultation with local stakeholders			
TOTAL	100%		

Evaluator's name:.....

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

ATTACHMENT 1

KMIII SHUTTLE SCHEDULE

MONDAYS TO THURSDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
08H00	09H00	09H15	09H30	09H40	09H45	10H00
11H15	12H15	12H30	12H45	12H55	13H00	13H15
17H30	18H30	18H45	19H00	19H10	19H15	19H30
MBABANE (Galp)	EZULWINI (Corner Plaza)	EZULWINI (Lugogo Hotel)	EZULWINI (Gables)	MATSAPHA (Engen)	MANZINI (George Hotel)	KMIII
05H00	05H15	05H20	05H30	05H45	06H00	07H00
11H00	11H15	11H20	11H30	11H45	12H00	13H00
14H00	14H15	14H20	14H30	14H45	15H00	16H00

FRIDAYS TO SUNDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
08H00	09H00	09H15	09H30	09H40	09H45	10H00
11H15	12H15	12H30	12H45	12H55	13H00	13H15
14H00	15H00	15H15	15H30	15H40	15H45	16H00
17H30	18H30	18H45	19H00	19H10	19H15	19H30
MBABANE (Galp)	EZULWINI (Corner Plaza)	EZULWINI (Lugogo Hotel)	EZULWINI (Gables)	MATSAPHA (Engen)	MANZINI (George Hotel)	KMIII
05H00	05H15	05H20	05H30	05H45	06H00	07H00
08H00	08H15	08H20	08H30	08H45	09H00	10H00
11H00	11H15	11H20	11H30	11H45	12H00	13H00
14H00	14H15	14H20	14H30	14H45	15H00	16H00

ATTACHMENT 2

AGREEMENT ENTERED INTO BY AND BETWEEN:

SWAZILAND 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. 10 2009, 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 Shuttle Services for Passengers to and from 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 three (3) years commencing20..... to20.....

3. Fees and Payment Terms

The selected Service Provider will pay to the Authority, throughout the full term of the Agreement, amounts consisting of the following:

3.1 Counter Space and parking space:

3.2 The selected Service Provider will pay as rent for the counter and parking spaces near the terminal building a fixed amount of E2, 500.00 (two thousand five hundred emalangeneni only) monthly.

3.3 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 shuttle services for passengers travelling to and from King Mswati III International Airport. The services will be provided in the manner as specified in "ANNEXURE A" of the Agreement.

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 and “ANNEXURE A”.

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 shuttle service shall be prompt and punctual at all times to ensure that passengers are able to board their flights and maintain the stipulated boarding times. Attached herewith is the schedule of flights to and from King Mswati III International Airport marked “ANNEXURE B”, of which the Service Provider must ensure that the passengers transported by the shuttle are always on time for.

7. Obligations

7.1 The Service Provider undertakes:

7.1.1 To provide professional shuttle services and this obligation shall include but is not limited to the following;

- a) Provide the transportation through two (2) twenty-two (22) seater mini buses/kombis;
- b) Drivers appropriately licensed and holders of Public Driving Permits (PDP);
- c) Vehicles with appropriate third party liability insurance cover;
- d) Trailers for the storage of luggage;
- e) Clean, air conditioned, road worthy and well maintained vehicles;
- f) Adequately fuelled vehicles. Refuelling with passengers on board shall not be acceptable;
- g) Provision of waste disposal system within the vehicles;
- h) Professional and neatly attired personnel; and
- i) Adherence to all road and traffic rules and regulations including speed limits and usage of cellular or mobile telephones.

7.1.2 To ensure that there is a contingency plan in case of a breakdown of a vehicle or any occurrence that shall warrant the usage of an alternative vehicle;

7.1.3 To ensure that the response time of the contingency vehicle (s) is such that passengers will meet the flight boarding formalities with minimal



interference;

7.1.4 To issue tickets, collect fares and maintain a passenger manifest;

7.1.4 Submit data on a monthly basis to the Authority for reconciliations of monthly collections; and

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

7.2 The Authority undertakes:

7.2.1 To facilitate a conducive environment for the provision of the shuttle service by the Service Provider;

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 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 Swaziland. 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 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:

SWACAA



Facsimile:

Telephone:

Mobile:

SERVICE PROVIDER

Facsimile:

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 Swaziland 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 Swaziland 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**

The effective date of this Agreement is the20.....

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

On behalf of:

Swaziland Civil Aviation Authority:

Name: _____

Title: _____

Signature: _____

Date: _____

On behalf of Service Provider:

Name: _____

Title: _____

Signature: _____

Date: _____



ANNEXURE A

KMIII SHUTTLE SCHEDULE

MONDAYS TO THURSDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
08H00	09H00	09H15	09H30	09H40	09H45	10H00
11H15	12H15	12H30	12H45	12H55	13H00	13H15
17H30	18H30	18H45	19H00	19H10	19H15	19H30
MBABANE (Galp)	EZULWINI (Corner Plaza)	EZULWINI (Lugogo Hotel)	EZULWINI (Gables)	MATSAPHA (Engen)	MANZINI (George Hotel)	KMIII
05H00	05H15	05H20	05H30	05H45	06H00	07H00
11H00	11H15	11H20	11H30	11H45	12H00	13H00
14H00	14H15	14H20	14H30	14H45	15H00	16H00

FRIDAYS TO SUNDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
08H00	09H00	09H15	09H30	09H40	09H45	10H00
11H15	12H15	12H30	12H45	12H55	13H00	13H15
14H00	15H00	15H15	15H30	15H40	15H45	16H00
17H30	18H30	18H45	19H00	19H10	19H15	19H30
MBABANE (Galp)	EZULWINI (Corner Plaza)	EZULWINI (Lugogo Hotel)	EZULWINI (Gables)	MATSAPHA (Engen)	MANZINI (George Hotel)	KMIII
05H00	05H15	05H20	05H30	05H45	06H00	07H00
08H00	08H15	08H20	08H30	08H45	09H00	10H00
11H00	11H15	11H20	11H30	11H45	12H00	13H00
14H00	14H15	14H20	14H30	14H45	15H00	16H00

Departure-OR Tambo International Airport	Arrival-King Mswati III International Airport	Departure- King Mswati III International Airport	Arrival-OR Tambo International Airport	Days of operation
0650hours	0740hours	0810hours	0915hours	Mon – Sat
1005hours	1055hours	1350hours	1455hours	Daily
1605hrs	1655hrs	1725hrs	1820hrs	Daily excluding Saturday
0650hrs 1005hrs 1605hrs	0740hrs 1055hrs 1655hrs	0810hrs 1350hrs	0915hrs 1455hrs	Saturday
1005hrs 1605hrs	1055hrs 1655hrs	0810hrs 1350hrs 1725hrs	0915hrs 1455hrs 1820hrs	Sunday

ANNEXURE B

AIRLINK FLIGHT SCHEDULE: MONDAY TO SUNDAY



