



P.O. BOX D361 THE GABLES. ESWATINI. TEL: (+268) 23335370
Fax (+268) 25184199

ESWATINI CIVIL AVIATION AUTHORITY

**REQUEST FOR PROPOSALS (RFPs) FOR CULVERT REPAIRS
AT THE KING MSWATI III INTERNATIONAL AIRPORT.**

TENDER NUMBER 09 OF 2019/20

NAME OF TENDERER

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

Aerodrome Maintenance
Eswatini Civil Aviation Authority
P.O. Box D361
The Gables
Eswatini



ESWATINI CIVIL AVIATION AUTHORITY

INVITATION FOR PROPOSALS

REQUEST FOR PROPOSALS (RFPs) FOR CULVERT REPAIRS AT KING MSWATI III INTERNATIONAL AIRPORT

TENDER NO. 09 OF 2019/20

1. Proposals are hereby invited from suitably qualified contractors to undertake culvert repairs at King Mswati III International Airport.
2. Tender Documents may be purchased from ESWACAA Offices in Matsapha Airport (Finance Department) as from 16th April 2021 for a non-refundable fee of E 300.00per set.
3. Completed Tender Documents shall be delivered in a sealed envelope to:

**The Secretary to the Tender Board
Eswatini Civil Aviation Authority
Matsapha Airport
P.O Box D361
The Gables**

Not later than 12 noon Eswatini time on **25th May 2021** after a compulsory site visit on **30th April 2021** at the King Mswati III International Airport Permit Office at 10 am.
On the outside, the envelope shall be clearly marked:

“CONFIDENTIAL”

TENDER NO. 09 OF 2019/20

REQUEST FOR PROPOSALS (RFPs) FOR CULVERT REPAIRS AT KING MSWATI III INTERNATIONAL AIRPORT.

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

BY MANAGEMENT



SECTION 1

Letter of Invitation

Dear Sir /Madam,

The Eswatini Civil Aviation Authority hereby seeks the services of a reputable contractor to conduct culvert repairs at King Mswati III International Airport.

1. A supplier will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
2. The RFP includes the following documents:
 - Section 1 - Instructions to Tenderers
 - Section 2 - Form of tender and qualification information
 - Section 3 - Terms of Reference
 - Section 4 - General conditions of contract.
 - Schedule A - Technical evaluation sheet.
 - Schedule B - Bill of Quantities.

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

BY MANAGEMENT



INSTRUCTIONS TO TENDERERS

1.1 Qualification of the bidder.

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

- (a) Trading License, Original Tax Compliance Certificate, Form J, Form C, Certificate of incorporation, ENPF compliance certificate, Labor compliance certificate, construction industry council registration, Original Tender purchase receipt, written power of attorney of the signatory of the bid to commit the bidder and Police clearances for Directors. First preference will be given to Eswatini Companies.
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder;
- (c) Total monetary value of similar work performed for each of the last two years;
- (d) 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;

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/her bid, and ESWACAA will in no case be responsible or liable for those costs.



1.4 Content of Bidding Documents.

The set of bidding documents comprises the documents listed below and any addenda issued:

Invitation to bid
Instructions to bidders
Forms of bid and qualification Information
Conditions of contract

1.5 Clarification of bidding documents.

A prospective contractor requiring any clarification of the bidding documents may notify ESWACAA in writing or by email at ESWACAA's address Simiso@eswacaa.co.za . ESWACAA will respond to any request for clarification received prior to the deadline for submission of bids. Copies of ESWACAA's response will be forwarded to all contractors who attended the site visit, including a description of the inquiry, but without identifying its source.

1.6 Amendment of bidding Documents.

Before the deadline for submission of bids, ESWACAA may modify the bidding documents by issuing addenda.

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

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, ESWACAA shall extend, as necessary, the deadline for submission of bids.

1.7 Documents comprising the bid.

The bid submitted by the bidder shall comprise the following:

- (a) The bid
- (b) Qualification Information Form and any other materials required to be completed and submitted by bidders, as specified in these instructions to Bidders.

1.8 Bid prices.

The Contract shall be for the whole project, based on the bid price submitted by the bidder.



All duties, taxes, and other levies payable by the contractor 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, ESWACAA may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security for the period of the extension.

1.10. Format and signing of bid

The bidder shall prepare one original of the documents comprising the bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit a copy of the Bid, and clearly marked as "COPY." In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by ESWACAA for record purposes.

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

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

1.11. Sealing and marking of bids

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



The envelopes shall;

-be addressed to ESWACAA at the address provided in the tender advertisement.

-bear the name and identification number of the Contract as defined.

- provide a warning not to open before the specified time and date for Bid opening.

- Envelopes of Financial proposals must have a name of the Company on the Envelope.

In addition to the identification required, the envelopes shall **indicate the name and address of the bidder** to enable the bid to be returned unopened in case it is declared late.

If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

Technical and Financial proposals shall be submitted in separate envelopes.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and be clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 25th May 2021, 12 NOON LOCAL TIME”**.

1.12. Deadline for submission of bids

Bids shall be delivered to ESWACAA at the address specified in the tender advertisement and no later than the time and date specified.

ESWACAA may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of ESWACAA 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 ESWACAA after the prescribed deadline will be returned unopened to the bidder.

1.14. Bid opening ESWACAA will open the bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of **bid security** documents defining the constitution or **legal status** (e.g., Trading License, Original Tax Compliance Certificate, Form J, Form C, Certificate of incorporation, ENPF compliance certificate, Labor compliance certificate, construction industry council registration and Police clearances for Directors) will be announced by ESWACAA at the opening. Firms with incomplete documentation will be disqualified. ESWACAA 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 ESWACAA'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, ESWACAA may, at ESWACAA's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.

The request for clarification and the response shall be in writing, or email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by ESWACAA in the evaluation of the bids.

1.17. Correction of errors Bids determined to be substantially responsive will be checked by ESWACAA for any arithmetic errors. Errors will be corrected by ESWACAA 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 ESWACAA 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 ESWACAA in accordance with the above procedure for the correction of errors and, **with the concurrence of the bidder**, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

**1.18.
Evaluation
and award
criteria**

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

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

ESWACAA 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 ESWACAA'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 ESWACAA 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 ESWACAA will pay the company in consideration of the execution and completion of the project by the service provider as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security if required and signing the Agreement.

ESWACAA will notify all other bidders that their bids have been unsuccessful by issuing an **intention of notice to award** as per circular no. 3 of 2015. The intention of notice to award will also be published to the SPPRA website at least 10 days before contract award.



SECTION 2.

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

Form of tender

Project Title: CULVERTS REPAIRS AT KING MSWATI III INTERNATIONAL AIRPORT

Contract No: Tender number no. 09 of 2019/20

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

Sir/Madam

We, the undersigned, offer to provide the service for "***culverts repairs at King Mswati III International Airport***" in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We hereby submit our Proposal, which includes this Technical Proposal, and our Financial Proposal sealed under a separate envelope for the sum of E..... We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours faithfully,

.....



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

Qualification Information

The Bidder shall supply the following information;

- 1.0 Constitution or legal status of Bidder: *[attach copy]*
- 2.0 Power of attorney of signatory of Bid: *[attach]*
- 3.0 Total annual volume of contractual work related to this project performed in the last two years,
- 4.0 Experience on supplies of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

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

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

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



(c)			
(d)			

CONTRACT AGREEMENT

This Agreement is made between the Eswatini Civil Aviation Authority (hereinafter called "ESWACAA") and (Hereinafter called "the **Service Provider**") of the other part.

Whereas ESWACAA is desirous that the **Service Provider** execute the contract for **CULVERTS REPAIRS AT KING MSWATI III INTERNATIONAL AIRPORT** ((hereinafter called "the Works") and ESWACAA has accepted the Bid by the **Service Provider** for the execution and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Regardless of the date of signature, the contract shall commence from the date of issuance of the purchase order.
2. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 3.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Special Conditions of Contract
 - (b) The General Conditions of contract
 - (c) The Letter of Appointment.

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.



3. In consideration of the payments to be made by ESWACAA to the **Service Provider** as hereinafter mentioned, the **Service Provider** hereby covenants with ESWACAA to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. ESWACAA hereby covenants to pay the **Service Provider** in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties here have caused this Contract to be signed in their respective positions in the presence of witnesses:



SECTION 3:
TERMS OF REFERENCE

BACKGROUND

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

To comply to safety and security, ESWACAA seeks to employ services of a contractor who will conduct culvert repairs at the King Mswati III International Airport. The culverts were damaged by the recent storms and the damages have left the airport exposed and non-compliant in terms of the safety and security standards.

SCOPE OF WORKS

The successful bidder will be expected to;

- a) Repair culverts.
 - Replace and add new culverts
 - Repair and add new palisade fence
 - Replace grids with lockable swing gates
 - Repair and enhance road drainage
- b) Building Repairs
 - Roof and Ceiling Repairs ATS Building



SECTION 4

Special Conditions of Service Provider

A. General	
GCC 1.1 (o)	ESWACAA is: The Eswatini Civil Aviation Authority
GCC 1.1 (r)	The duration of the works shall be: 8 weeks.
GCC 1.1 (u)	The Project Manager is: Simiso Nkambule, Eswatini Civil Aviation Authority
GCC 1.1 (z)	The Start Date shall be: Within 1 week after receipt of letter of appointment.
GCC13	Not applicable.
GCC 14.1	Site Investigation Reports are: <i>Not applicable.</i>
GCC 21.1	The Site Possession Date(s) shall be: advised.
B. Time Control	
GCC 27.1	The Contractor shall submit for approval a work plan with timelines within 5 working days from the date of the Letter of Appointment.
D. Cost Control	
GCC 47.1	The Contract is subject to price adjustment should there be a significant increase in traffic volumes during the duration of the contract.

NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%



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

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:
 $S = St \times T\% + Sf \times P\%$.

The Technical weights given to Technical and Financial Proposals is

T = 0.7 (70%)

P = 0.3 (30%)



SCHEDULE A

EVALUATION SHEET FOR: CULVERTS REPAIRS AT KING MSWATI III INTERNATIONAL AIRPORT (Tender 09 of 2019/2020) NAME OF TENDERER:			
Required Documents	Yes	No	COMMENTS
<ul style="list-style-type: none"> • Original Tender Purchase Receipt • Trading license • Original Tax Compliance Certificate • ENPF Compliance Certificate • Certified copy of Certificate of Incorporation • Latest form J • Labour Compliance Certificate • Police Clearance • CIC Registration Certificate • Company profile 			
Criteria Elements	Criteria Weighting Factors	Actual Score (%)	COMMENTS
1. Relevant Experience <ul style="list-style-type: none"> • Previous projects of this nature and magnitude • Experience of team in similar projects 	10%		
2. Methodology <ul style="list-style-type: none"> • Programme of works • Method Statement • Management systems (OHSMS, EMS, QMS, Other) 	15%		
3. Local Participation <ul style="list-style-type: none"> • What percentage of management and technical team is local • Joint venture with local company (if Tenderer is foreign) 	15%		
4. Specifications <ul style="list-style-type: none"> • Understating of the specification on the works. • Ability to deliver works 	10%		
TOTAL	50%		

Evaluator's name:.....

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



SCHEDULE B

Description	Qty	Unit Price	Discount %	Total Price
Repair broken culverts	3			
Add new culvert	1			
Add palisade fence	1			
Repair palisade fence	1			
Repair road drainage	1			



DECLARATION OF ELIGIBILITY

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

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

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

Dear Sirs,

Re Tender Reference: No. 09 of 2019/20

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

