

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 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.

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. 02 of 2019/2020

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 Eswatini Civil Aviation Authority P. O. Box D361, The Gables Ezulwini www.eswacaa.co.sz
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4.2. Technical and Financial proposals	<p>Financial Proposal to be submitted together with Technical Proposal in two different envelopes on the same day and time specified.</p> <p>Name of the assignment is: “Request for Proposals for the Supply of Corporate Uniform”</p>
4.3 Method of selection	<p>The method of selection would be in accordance to the procedures set out in the Procurement Regulations issued by the Eswatini Public Procurement Agency (ESPPRA)</p>
4.4 Proposal validity	<p>Proposals must remain valid up to 60 days after the submission date.</p>
4.5 Clarifications and Amendments of RFP Documents	<p>Interested Service Provider may obtain further information on request by writing to the address below no later than 1400 hrs. Friday 15th November 2019.</p> <p>The Senior Marketing Officer The Eswatini Civil Aviation Authority Tel: (+268)2333 5370, (+268)2333 5301 Fax: (+268)2518 0199 Email: makhosazana@eswacaa.co.sz / marketing@eswacaa.co.sz</p>
4.6 Submission, Receipt, and Opening of Proposals	<p>The proposals are expected to be submitted to the address by no later than 1200 hours local time on Friday 29th November 2019.</p> <p>The Secretary to the Tender Committee The Eswatini Civil Aviation Authority Matsapha Airport Road Matsapha P.O Box D361 The Gables</p>

SECTION 5

EVALUATION SHEET FOR: REQUEST FOR PROPOSALS FOR THE SUPPLY OF CORPORATE UNIFORM



(Tender 02 of 2019/2020)

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 experience on projects of this nature and magnitude• Capability• Resources	25%		
3. Methodology <ul style="list-style-type: none">• Type of material proposed• Design, colour and style proposed• Service delivery plan• Flexibility and responsiveness• Innovation & added value• Quality Control Measures• Customer care	35%		
4. Local Participation <ul style="list-style-type: none">• Opportunities for local participation• Joint venture with local Service Provider (if Tenderer is foreign)• Skills transfer to locals• Engagement/consultation with local stakeholders	20%		
TOTAL	100%		



Evaluator's name:.....

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

ATTACHMENT 1

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. 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 CORPORATE UNIFORM

THE AGREEMENT

1. Preamble

WHEREAS the Authority had invited tenders for the supply of the Eswatini Civil Aviation Authority corporate uniform;

AND WHEREAS the Service Provider had in terms of its tender warranted that it has the expertise, resources and capacity to provide such services;

AND WHEREAS the Service Provider is desirous of providing such services and has made an offer to the Authority for the provisions of the services and the Authority has selected the offer from the Service Provider as the most appropriate for its requirements; and resolved to accept the Services Provider offer;

AND WHEREAS the Parties have agreed to reduce their agreement into writing;

NOW THEREFORE the Parties agree as follows;

2. Definitions

In this contract and in the annexes attached hereto Clause headings are for convenience and are not to be taken into account in the interpretation of the contract. Unless the context indicates a contrary intention an expression which denotes

- (a) Any gender includes the other genders;
- (b) A natural person includes a juristic person and vice versa;
- (c) The singular includes the plural and vice versa.

In this contract and the annexes hereto, the following expressions bear the meanings assigned to them below;

2.1 **AGREEMENT** means the agreement entered into between the Authority and the Service Provider, including all attachments and appendices thereto and all documents incorporated by reference therein.

2.2 **AUTHORITY** means the Eswatini Civil Aviation Authority.



2.3 **DAY** means calendar day.

2.4 **THE AUTHORITY'S REPRESENTATIVE** shall mean one or more officials of the Authority appointed by the Authority, responsible for interfacing with the Service Provider and having the authority of the Authority with respect to this contract. This/these official(s) will be responsible for ensuring the successful implementation of this contract.

2.5 **THE SERVICE PROVIDER** is the entity that has been appointed by the Authority to provide the service.

3. **Appointment**

The Authority hereby appoints the Service Provider who accepts such appointment, to provide corporate uniform as outlined in Clause 5 of this Agreement.

4. **Effective and Duration Dates**

4.1 This Agreement shall only have effect and become binding upon the Authority if and when the same shall have been executed by it, failing which, the Service Provider shall have no right to claim the existence of an agreement with ESWACAA, whether verbal or otherwise, or by reason of this Agreement having been executed by the Service Provider.

4.2 This Agreement shall endure for a period of 2 years from the date of signature of this Agreement.

5. **Fees and Payment Terms**

The corporate uniform provided by the Service Provider to the Authority will be payable as follows;

5.1 An upfront payment not exceeding thirty percent (30%) of the total the value of the contract on signature of this Agreement.

5.2 The balance shall be paid within 30 days from the date of delivery of the corporate uniform following a pre-delivery inspection by representatives of the Authority, who shall satisfy themselves that the corporate uniform meets acceptable quality standards.

6 **Scope of Services**

The **Service Provider** undertakes:

6.1 To provide professional produced corporate uniform.



- 6.2 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.

7 **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 6.

8 **Warranties**

The Contractor warrants that:

- 8.2 It shall use and adopt professional standards and provide the corporate uniform having regard to quality whilst exercising due care, skill and diligence;
- 8.3 The corporate uniform shall be delivered with regard to the stated timelines.

9 **Obligations**

- 9.1 The **Service Provider** undertakes to provide professionally produced corporate uniform and this obligation shall include but is not limited to the following;

9.1.1 Provision of corporate uniform whose design and colours shall be chosen by the Authority.

9.1.2 The Service Provider shall ensure that the chosen design and colours are only availed exclusively to the Authority for a period of two (2) years from the date of the delivery of the corporate uniform.

9.1.3 The Service Provider shall ensure that all items are tailored to ensure proper fit. For those persons whose stock sizes are not available, such items shall be altered and/or tailored to ensure a proper and presentable fit.

9.1.4 Upon delivery, the supplier is responsible to carry out any alterations to the garments according to the specific measurements of the employee (if necessary) with no further charges to the Authority for the whole duration of



the contract. The tenderer undertakes to perform any alterations to the uniform supplied and deliver within 21 working days from the date of delivery of such uniform items.

- 9.1.5 All uniform pieces must be fitted with consideration for freedom of movement consistent with the nature of work performed.
- 9.1.6 Should there be a need for additional pieces of the corporate uniform, due to the increase of staff members or any other reason, the Service Provider shall ensure that same is made available during the exclusivity period of the provision of the corporate uniform.
- 9.1.7 The Service Provider shall be expected to provide and deliver uniform items, each item individually packed and clearly marked with the name and surname of the employee.
- 9.1.8 Provide other orders that may be required during the contract period depending on new employment as well as accidental wear and tear of garments or any other reasons.
- 9.1.9 The Service Provider shall propose a fixed price on all the specified items for the contract period.
- 9.1.10 If any new items upon delivery are noted to be damaged, the Service Provider undertakes the responsibility to change any damaged items within 10 working days from the date of delivery of such uniforms. No charges of such replacements will be charged to the Authority.
- 9.1.11 Delivery should be done to the premises indicated by the Authority.
- 9.1.12 All garments supplied by the Service Provider throughout the term, of this contract shall be properly labelled, including but not limited to manufacturing information, fabric composition and percentages, size, ironing and washing instructions.
- 9.1.13 It is the responsibility of the Service Provider to take measurements of the personnel each time a new garment is to be provided.



9.1.14 Measurements shall be taken at the Authority's premises within an agreeable period of time.

9.1.15 The Service Provider shall submit invoicing against the order issued. The invoice shall include the following information:

- Employee's name
- Item number
- Description of item
- Quantity purchased
- Size per item
- Price per item
- Total amount of sale

9.1.16 The Service Provider shall attend and resolve any complaints related to the provided corporate uniform.

9.2 **ESWACAA's Obligations**

ESWACAA undertakes to;

9.2.1 Issue adequate and reasonable instructions in connection with the provision of the services under this agreement;

9.2.2 Make payments for the services provided which includes all the Service Provider's costs and expenses for complete performance in compliance with all the conditions of this contract. The payment of the Service Provider in terms of this clause constitutes the sole remuneration payable in connection with this contract or the services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the services or in discharge of their obligations under the contract, and the Service Provider shall use their best efforts to ensure that the personnel, any sub-service providers, and agents of either of them similarly shall not receive any such additional remuneration;

9.2.3 Comply with its obligations in terms of this agreement;

9.2.4 Allow the Service Provider unrestricted access, where necessary, to the Authority premises for purposes of rendering the service in terms of this Agreement;



- 9.2.5 Avail and designate an Officer who will ensure that the provision of the services is conducted in an appropriate and conducive manner;
- 9.2.7 Deduct from the fee payable to the Service Provider all deductions allowed in terms of the tax laws of the Kingdom of Eswatini including but not limited to withholding tax;
- 9.2.8 Make provisional payment on an invoice in dispute pending reconciliation and/or audit of the total charge where in the opinion of ESWACAA it is warranted;
- 9.2.9 Prices charged by the Service Provider for services performed and other contract costs under the contract shall not vary from the prices quoted by the Service Provider in its tender.

10. 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.

11. Governing Law

- 11.1 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.



11.2 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.

12 **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:

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

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

12.3 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.

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

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

12.6 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.

13 **NOTICE AND DOMICILIUM**

13.1 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:

ESWACAA



Telephone: _____

Mobile: _____

SERVICE PROVIDER

Telephone: _____

Mobile: _____

13.2 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.

13.3 any notice given and any payment made by a Party to the other ("the addressee") which:

13.3.1 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;

13.3.2 is posted by prepaid registered post 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;



14 Effective Date and Signature

The effective date of this Agreement is the _____ 20_____

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

On behalf of:

Eswatini Civil Aviation Authority:

Name: _____

Title: _____

Signature: _____

Date: _____

On behalf of Service Provider:

Name: _____

Title: _____

Signature: _____

Date: _____

