



REQUEST FOR TENDER FOR A NEW FUEL FARM CONSTRUCTION

FOR

THE ROYAL ESWATINI NATIONAL AIRWAYS CORPORATION

RFT No: PRC-RFT-21-004

RFT Name: NEW FUEL FARM CONSTRUCTION

Tender Closing Date: Friday, 14 May, 2021

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SECTION A - INTRODUCTION

Tenderers are requested to complete their bids following the outline indicated in this document:

1. BACKGROUND

Royal Eswatini National Airways Corporation (RENAC) is a parastatal with a mandate to operate and manage Aircrafts in the Kingdom of Eswatini in accordance with local and international standards. RENAC also operates a Ticketing Office at both its Matsapha HQ and Mbabane offices, and is a supplier of Aviation Fuel and Ground Handling services.

RENAC Ground Operations Department is a holder of a Ground Handling Certificate, and is responsible for all ground handling operations at both KM-III International and Matsapha airports.

RENAC seeks to procure a contractor to Construct and Project Manage a New Fuel Farm. The Consultant shall act in the best interest of RENAC in the construction of new the Fuel Farm project which shall be handed over upon completion to RENAC. The project activities are outlined in Section B under terms of reference. A firm will be selected under the QBS method procedures and in a Full Technical Proposal (FTP) format as described in this RFT

All Interested and suitable qualified Contractors must collect tender document at RENAC Offices from the 29th March 2021, upon payment of a non-refundable cash amount **E400.00** or cash transfer to the Account;

Name : **Royal Eswatini National Airways Corporation**
Bank : **Nedbank**
Branch Code : **360164**
Account No. : **0300 0000 1739**



A/C Type : **Current**

SECTION B: TENDER OBJECTIVE – TERMS OF REFERENCE

Introduction

The Royal Eswatini National Airways Corporation is seeking a Project Management consultant to manage the construction and commissioning of a New Fuel Farm, in its Matsapha HQ. The current existing fuel farm will only be decommissioned upon completion of this project. Expected Date of commencement of Project Services is 5th June 2021

Ownership

The Fuel Farm will be owned by RENAC, having received authorization to embark on the project by the local aviation regulator, Eswatini Civil Aviation Authority (ESWACAA)

Location of the Works

The site of the Works is situated at the Matsapha Airport, Eswatini (Airside). The site is under the jurisdiction of the Eswatini Civil Aviation Authority (ESWACAA). The contractor's site camp will be situated within ESWACAA's premises and shall be indicated site at the clarification meeting.

Project Objective

To provide Construction works and Project Management services for the design, construction and commissioning of a Fuel Farm Facility to be located in Matsapha HQ. This project includes the construction of:

- 1 x 83,000 litres above ground jet fuel storage tank complete with floating suction, internal pipework, nozzles, manholes, vents, spiral staircase, inter-tank walkway,



handrails and attachments. Tank fire-fighting piping, cooling rings, top foam pourers, spray nozzles and riser pipes should also be installed.

- 1 x Office (Administration)
- 2 x toilets
- 1 x shower
- 1 x kitchenette

The facility must be fully operational at completion, and be handed over to RENAC upon completion.

The Contractor's role includes:

1. Advise RENAC on the choice of procurement route.
2. Preparation of tender documents and assist RENAC with tender adjudications and negotiations.
3. Design the Fuel Farm & ancillary facilities
4. Approval processes i.e. building approval, environmental authority approvals, regulatory approvals etc.
5. Co-coordinating, monitoring and reviewing the construction work
6. Arranging meetings and planning work stages.
7. Update client on programmes and progress reports.
8. Effecting instructions from RENAC.
9. Construction supervision.
10. Ensure compliance with:
 - Establishment of on site of facilities and the provision of the necessary plant, personnel and equipment.
 - The fabrication, delivery to site and erection of the fixed roof fuel storage tank complete with stairs, handrails, etc.
 - The supply and installation of fire-fighting piping and fittings on the tank including tank spray shell cooling rings, spray nozzles, tank top foam pourer and access platforms.



- Grit blasting of the tank and the application of the internal lining and external painting to the tank.
- The hydrostatic testing of the tank (including supply and disposal of water).
- Assistance for soak testing of tank after internal lining is complete.
- The removal of plant, equipment and site establishment and final tidying up of the site on completion of the Works.
- Supply and installation of floating suction in the tank.
- Prepare Project Close-Out report

Changes to Scope of Work

It is a condition of these works that RENAC reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount

Duration of Project

The project duration shall be for a 6-month period, after which a handover shall be expected to RENAC.

Obligations of RENAC

RENAC will;

- Where available, provide relevant project data.
- Make available RENAC staff to assist the Bidder, where necessary.

Airport Security and Safety

All personnel of the Contractor inclusive of sub consultants and sub-contractors will have to undergo a Security and Safety Awareness Programme before the start of the contract. The Contractor shall ensure that airport security is at all times



complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents (IDs) must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

Obligations of the Bidder

The Bidder shall perform the services specified in the "Terms of Reference" under "Scope of Services," The Bidder shall submit to RENAC the reports in the form and within agreed time periods.

End of Services.

- The services shall be deemed complete when;
- The services scheduled in these ToR's have been provided.
 - The Fuel Farm has been handed over to RENAC.



Failure to complete the below CV template in full may result in the tender being deemed nonresponsive.

Complete and make copies of template as required

Position to hold for this project					
Name					
Surname					
Nationality					
Date of Birth					
Current Residence					
Current Employer					
CONFIDENTIAL					
Highest Qualification					
Professional Body Registered with					
Registration Number within professional Body within the Built Environment					
Major Experience in previous years related to similar type of projects					
Employer Details	Client Name	Client Reference contact details/ Letter of confirmation	Scope of work description/ Project description	Project value Including VAT	Duration: From (date) to (date)



		(Attach)			

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria

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SECTION C: TERMS AND CONDITIONS OF TENDER

1. RENAC is seeking reliable, financially stable Contractors with Construction & Project Management Capacity who can meet its stringent cost, quality and service requirements.
2. The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and RENAC, shall be written in the English language.
3. Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will RENAC accept any request for price adjustment on grounds that a mistake was made in the tendered prices.
4. To assist in the examination, evaluation and comparison of tenders, RENAC may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
5. By submission of the tender, the Tenderer implicitly certifies that:
 - the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;
 - Unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
 - no attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.
6. RENAC does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. RENAC may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.



7. Acceptance or rejection of tender offer will be communicated by a formal acceptance or rejection letter sent by fax, email and or normal post, directly to the tenderer. An acceptance by such letter will not mean RENAC is binding itself to an agreement. RENAC shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties. Failure to agree thereto for a period exceeding thirty (30) days will render the whole tender transaction *void ab initio*.
8. The offers shall be deemed to be under consideration immediately after the tender closing date until RENAC makes an official award of contract. Whilst the offers are under consideration, Tenderers and or their representatives or other interested parties are advised to refrain from contacting RENAC by any means. If necessary, RENAC will obtain further clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. RENAC reserves the right to eliminate from the evaluation a tenderer contravening this provision.
9. Tenderers will not be permitted to change the substance of their offers after the tender box has been opened.
10. RENAC reserves the right to modify, or change the specifications or even cancel the tender before the tender opening and such modifications or changes will be communicated to the tenderers in advance as and when decided.
11. Participation in this tender process, or in relation to any matter concerning the tender, will be at the tenderer's sole risk, cost and expense. RENAC will not be responsible in any circumstance for any costs or expenses incurred by any tenderer in preparing or lodging a tender or in taking part in the tender process or taking any action related to the tender process.
12. 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 the Employer 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



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.

13. Nothing shall prevent RENAC from conducting a diligence search of the business of the Tenderers.
14. Each page of the offer must be numbered consecutively, bear the tender number, signed and stamped by the Tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
15. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.
16. Tenders submitted by Fax, Telex or e-mail will not be accepted.
17. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. The Technical Proposals shall be in the number of copies indicated in the Data Sheet and must be placed in the Tender Box situated at the **ROYAL ESWATINI NATIONAL AIRWAYS CORPORATION HEADQUARTERS, MATSAPHA INTERNATIONAL AIRPORT ROAD, GATE NO.6, MATSAPHA, ON THE 14TH MAY 2021, AT 12:00HRS.** 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”.

18. Tenders or any part thereof received after the stipulated closing date and time will not be accepted. No tender may be modified after the deadline for submission of tenders.
19. Tenders will be opened from 12h01noon on the date of closing at RENAC Meeting Room, Matsapha. Tenderers are invited to attend the Tender Opening Meeting for which they will be informed if there are changes on the date. Each Tenderer and the eventual contract holder agree to be bound by the laws of Eswatini and shall be subject to the Courts of the country. Each Tenderer shall indicate a place in Eswatini and specify it in the Tender as his domicilium, where all notifications may be served on him.
20. RENAC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;
 - 20.1 “**corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
 - 20.2 “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of RENAC, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive RENAC of the benefits of free and open competition; RENAC will reject a bid for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at RENAC.



20.3 Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, RENAC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.

20.4 Any collusion amongst Tenderers or between Tenderers and RENAC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against RENAC employee. The tender, or contract if it has been concluded already, will be declared invalid if RENAC determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of RENAC with the intention of influencing the award of the contract.

“conflict of interest” - RENAC policy requires that the Bidder provides professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited

“conflict of relationships” means that a Bidder (including its Personnel and Sub-Bidder) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this



relationship has been resolved in a manner acceptable to RENAC throughout the selection process and the execution of the Contract

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

No agency or current employees of the Client shall bid for a project at RENAC. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Bidder as part of his technical proposal.

Unfair advantage: If a shortlisted Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Client shall make available to all shortlisted Bidders together with this RFT all information that would in that respect give such Bidder any competitive advantage over competing Bidders

20.5 The tenderers must disclose, if they or any of their sub-contractor(s):

- are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- Have been convicted of any offence relating to professional misconduct.
- Has not fulfilled any obligations relating to the payment of taxes in Eswatini.



Disclosure extends to any company in the same group of a tenderer (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the tenderer is associated, in respect of this tender).

21. The Tenderer should provide satisfactory evidence acceptable to RENAC to show that:

21.1 It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in construction and project management services.

21.2 It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

21.3 It has an adequately qualified and experienced team assigned for the work under this tender.

22. The tender shall remain valid and open for acceptance by RENAC for not less than ninety (90) days after the submission of tenders. In exceptional circumstances, the Employer 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

23. A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.



24. Tenderers are advised to provide all relevant information as required.
25. Any document submitted in reply to the Invitation to Tender shall become the property of RENAC. RENAC will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.
26. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
27. Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
28. RENAC will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation.
29. Bidders are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. The Technical Proposal shall provide the information indicated in the following paragraphs using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4 or letter size paper.

For the FTP only: a brief description of the Bidder's organization and an outline of recent experience of the Bidder and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Bidder/ Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which



the Bidder was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidder should be prepared to substantiate the claimed experience if so requested by the Client.

For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under

Form TECH-4 of Section E . The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive

30. Bids must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence (content to have all the eligibility documents A – H below); the technical and financial
- A. Company profile.
 - B. An original Tax Compliance Certificate.
 - C. A certified copy of Trading License.
 - D. A certified copy of Construction Industry Council certificate
 - E. Completed and signed Power of Attorney for Lead Member (appended)
 - F. Completed and signed Power of Attorney for Lead Consortium
 - G. (appended for consortium)
 - H. Labour Compliance Certificate



- I. A copy of the Tenderers Company audited annual financial statements for the past three years or since inception (signed).
 - J. Names and Contact Details of at least three (3) reference customers: demonstrate evidence of similar work done in large and complex organisations, preferably of international in nature.
 - K. Key Personnel CVs; Team leader or key persons in the assignment must possess relevant experience and professional qualifications. Familiarity with the energy sector in an aviation environment and dynamics, will be an added advantage. CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). *The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).*
 - L. Completed Price Listing as per Section D of the Tender Document. H. Statement of Joint Ventures/Partnerships (if any)
 - M. Directors Police Clearance or certified affidavit with declaration of non-violation of public procurement procedures.
 - N. One hard copy and soft copy (soft copy should be a duplication/scan of all hard copy submissions)
 - O. Proof of purchase of Tender document (Copy of the receipt or Bank Proof of Payment)
31. The Financial Proposal shall be negotiated with the successful bidder.
32. Each tender must be accompanied by a Bid Bond in the amount of Ten Percent (10%) of the tender amount plus a Consent of Surety, or a certified cheque of 10% of the contract price. The acceptable bid security guarantee can be one of the following formats: (i) unconditional bank guarantee, (ii) irrevocable letter of credit, (iii) certified check, or (iv) bond. The bid security shall be surrendered to the client if the bidder: (i) withdraws their bid before the end of the bid validity period, (ii) fails to sign the contract after the notification of award, or (iii) fails to provide a performance security, if required. No bid securities shall be returned to bidders after the opening of bids and before contract signing. All bid securities or bid bonds shall be returned to the unsuccessful bidders after award of the contract to the successful bidder. The



bid security or bid bond of the successful bidder shall be returned after execution of the contract

33. If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies.
34. The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.
35. RENAC reserves the right at any point of the tender process, to disqualify any non-compliant tender (i.e. bid failing to meet the terms of these instructions) received;
36. RENAC reserves the right to require a performance guarantee for any upfront payment required by the vendor.
37. Tender prices must clearly reflect separately all taxes to be charged.
38. Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to: procurement@renac.co.sz **ten days** before the tender deadline. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFT as a result of a clarification at any time before the submission of Bids, the Client may amend the RFT by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Bids the Client may, if the amendment is substantial, extend the deadline for the submission of Bids. Telephonic enquiries shall disqualify the bidder concerned.
39. Any bid received by the employer after the prescribed deadline will be returned unopened to the bidder.

SECTION D: TENDER EVALUATION PROCESS AND CRITERIA



The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Bid will be given a technical score (St). A Bid shall be rejected at this stage if it does not respond to important aspects of the RFT, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

There are six components in the tender evaluation process, five of which are nonfinancial and the last one being financial. These are set out below:

Please note the following:

- A tender which obtains less than 50% of the total points allocated to Criteria 1 -
- Responsiveness to Tender Assessment shall be deemed to be nonresponsive and eliminated from further evaluation.
- A tender which obtains less than 70% of the total points allocated to Criterion 2 to 5, Resources and Capability Assessment, Technical Assessment, Risk Assessment, and Promotion of Swazi Business; shall be deemed to be nonresponsive and eliminated from further evaluation. A tender with an overall total of less than 70 % shall not be considered for financial negotiation.

1. Financial Proposals for QBS



Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Bidder is invited to negotiate its bid and the Contract in accordance with the instructions given under para. 6 of these Instructions

2. Negotiations

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Bidders will, as a pre-requisite for attendance at the negotiations, confirm availability of the project resources. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract

3. Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, construction work plan and any suggestions made by the Bidder to improve the Terms of Reference. The Client and the Bidder will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder

4. Financial Negotiations

If applicable, it is the responsibility of the Bidder, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Bidder under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be



reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services

5. Conclusion of Negotiations

Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Bidder will initial the agreed Contract. If negotiations fail, the Client will invite the Bidder whose Bid received the second highest score to negotiate a Contract

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SECTION E

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: Royal Eswatini National Airways Corporation <hr/> Method of selection: QBS Method
1.2	Delete “shortlisted” Name of the assignment is: Construction of a Fuel Farm
1.3	A pre-tender conference will be held: Yes No A pre-tender conference will be held on site on 15th April 2021, and interested bidder are to meet RENAC representatives at RENAC Offices at 9.00am sharp and then drive to site for an inspection.
1.4	The Client will provide the following inputs and facilities: <u>N/A</u>
1.6.1 (a)	The Client envisages the need for continuity for downstream work: Yes X No
1.14	Tenders must remain valid <i>90 days</i> after the submission date, i.e.



	until: <u>18/08/2021</u>
2.1	Clarifications may be requested not later than <u>7</u> days before the submission date.
	The address for requesting clarifications is: The Chief Executive Officer, Royal Eswatini National Airways Corporation, P.O. Box 939 Manzini E-mail: procurement@renac.co.sz
3.1	Tenders shall be submitted in the following language: <u>English</u>
3.3 (a)	N/A
3.3 (b)	The estimated number of staff-months required for the assignment is: 6 months
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: Yes No <u>X</u> _____
3.8	Bidder to state local cost in the national currency: Yes X No <u>_</u> . The currency is Emalangeni(SZL)
4.3	Bidder must submit the original and <u>three</u> copies of the Technical Proposal.



4.5	<p>The Tender submission address is: The Royal Eswatini National Airways Corporation.</p> <hr/> <p>Tenders must be submitted no later than the following date and time: 14 May <u>2021</u>, at <u>12 Noon</u>.</p>																										
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Bidder relevant to the assignment:</td> <td style="text-align: right;">15</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">a) Technical approach and methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 40px;">b) Work plan</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">c) Organization and staffing</td> <td style="text-align: right;">15</td> </tr> <tr> <td></td> <td style="text-align: right;">Total points for criterion [50]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Bidder relevant to the assignment:	15	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	15	b) Work plan	10	c) Organization and staffing	15		Total points for criterion [50]	(iii) Key professional staff qualifications and competence for the assignment:											
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		Total weight:	100%
		Total points for the five criteria:	100
		The minimum technical score required to pass is: <u>70</u> Points	
5.2 (b)	N/A		
5.6	The single currency for price conversions is: Emalangeni(SZL)		
	The source of official selling rates is: the Central Bank of Swaziland(www.centralbank.org.sz)		
	The date of exchange rates is: 14 th May 2021		
5.7	N/A		
6.1	Expected date and address for contract negotiations: to be determined		
7.2	Expected date for commencement of project services is 1 st June 2021 at: Matsapha		

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:



- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) *Technical Approach and Methodology.* *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Work Plan.* *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) *Organization and Staffing.* *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*



Form TECH-5: Team Composition and Task Assignments

<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



--	--	--	--	--



Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Membership of Professional Associations:**

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

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8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]:* _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: To [Year]: __

Employer: _____

Positions held: _____



<p style="text-align: center;">11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p style="text-align: center;">12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I



understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: __

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Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
														subtotal					
Local																			
1		[Home]																	
		[Field]																	
2																			



Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

¹ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart.





SECTION F

DECLARATION OF ELIGIBILITY

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

[>>>Name of the contractor, Address, and Date>>>]

To: The Chief Executive Officer, Royal Eswatini National Airways Corporation: Gate 6, Matsapha International Airport, P.O Box 939, Manzini, Eswatini

Dear Sirs,

Re Tender Reference: **PRC-RFT-21-004**

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 the contract;
- (b) 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 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
Authorised Representative

Date



SECTION G

STANDARD FORMS OF CONTRACT

SAMPLE CONTRACT FOR SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Bidder's name]* ("the Bidder") having its principal office located at *[insert Bidder's address¹]*.

WHEREAS, the Client wishes to have the Bidder perform the services hereinafter referred to, and

WHEREAS, the Bidder is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Bidder shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Bidder shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Bidder's Reporting Obligations."

2. Term

The Bidder shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Project Administration

A. Coordinator.

The Client designates Mr. /Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client.

B. Reports.

The reports listed in Annex C, "Bidder's Reporting Obligations," shall be submitted in the course of the assignment.



- 4. Performance Standards** The Bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Bidder shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 5. Confidentiality** The Bidder shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 6. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Bidder for the Client under the Contract shall belong to and remain the property of the Client. The Bidder may retain a copy of such documents and software¹.
- 7. Insurance** The Bidder will be responsible for taking out any appropriate insurance coverage.
- 8. Assignment** The Bidder shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 9. Law Governing Contract and Language** The Contract shall be governed by the laws of [*Eswatini Government*], and the language of the Contract shall be [*English language*]
- 11. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 12. Termination** The Client may terminate this Contract with at least twenty (20) working days prior written notice to the Bidder after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Bidder does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
 - (b) If the Bidder becomes insolvent or Bankrupt;
 - (c) If the Bidder, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing RENAC's sanctions procedures) in competing for or in performing the Contract.

¹ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.



(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE BIDDER

Signed by _____

Signed by _____

Title: _____

Title: _____



FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to service providers: This Financial Proposal Submission Form should be on the letterhead of the vendor and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the bidder in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: *[>>>insert Tender Reference number>>>]*

To: The Chief Executive Officer, Royal Eswatini National Airways Corporation: Gate 6, Matsapha International Airport, P.O Box 939, Manzini, Eswatini

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the construction & project management services for *[>>insert a brief description of the Services>>]* in conformity with your Request for Tender and our technical and financial proposals;
- (b) The schedule of prices of our tender is attached.
- (c) Our tender shall be valid for a period of *[>>specify the number of calendar days>>]* days from the date fixed for the tender submission deadline in accordance with the Request for Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any tender that you receive;

Dated on _____ day of _____, _____ *[insert date of signing]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the tender for and on behalf of: *[insert complete name of Tenderer]*



SECTION H

SUBMISSION CHECKLIST

REQUIREMENT	AVAILABLE / NOT AVAILABLE (Please tick - √ or cross – x as appropriate)
A. Company profile	
B. An original Tax Compliance Certificate	
C. A certified copy of Trading License.	
D. A certified copy of Construction Industry Council certificate	
E. Labour Compliance Certificate	
F. A copy of the Tenderers Company audited annual financial statements for the past three years or since inception (signed)	
G. Names and Contact Details of at least three (3) reference customers	
H. Key Personnel CVs;	
I. Directors Police Clearance or a Certified Affidavit with declaration of non-violation of public procurement procedures	
J. One hard copy and soft copy (soft copy to be duplicate/scan of all hard copy submissions)	
K. Completed Price Listing	
L. Proof of purchase of tender document	

NB: Please submit checklist attached on the first page of tender documents.

The documents must follow the sequence on the checklist

