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ESWATINI HOUSING BOARD

TENDER NO.10 OF 2023/2024 SUPPLY OF SECURITY & CASH IN TRANSIT

Eswatini Housing Board
5th Floor, Sibekelo Building No.2
Mbabane Office Park,
Mhlambanyatsi Road
Mbabane

Date of Issuance: 22nd March 2024

Tender Submission date: 22nd April 2024

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Promoting home ownership by providing quality social housing products and services to the Swazi nation

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TENDER NO. 10 OF 2023/2024 FOR THE SUPPLY OF SECURITY & CASH IN TRANSIT

Local tenderers are invited to tender for cash security services to EHB Matsapha and Mbabane revenue offices for the period of twenty-one months, 1st July 2024 to 31st March 2026.

Tender documents can be downloaded from EHB website www.ehb.co.sz and from ESPPRA website www.esppra.co.sz from **Friday, 22nd March 2024 to Monday, 22nd April 2024** at a non-refundable fee of E500.00 (five hundred Emalangeni) per procurement category. Tender fee is deposited into the EHB account **62335193926** held with **FNB Mbabane**.

Tender documents must be returned to the EHB and deposited to the designated tender box at the 5th floor Sibekelo Building No.2, Mbabane EHB reception on or before **12:00 noon on Monday, 22nd April 2024**. Tender submissions should be in a sealed envelope marked with the **"TENDER NO. 10 OF 2023/2024 FOR THE SUPPLY OF SECURITY & CASH IN TRANSIT"** and addressed to **"The Secretary EHB Tender Committee, P.O. Box 798 MBABANE"**. Late, facsimile and emailed tenders will not be considered.

Tenderers are required to submit an original document with one (1) copy and the following documents:

- Valid Trading License.
- Valid Original Tax Compliance Certificate
- Form J (for current Shareholders).
- VAT Registration if applicable
- ENPF Compliance Certificate
- Labour Compliance
- Proof of payment- E500 (Five hundred Emalangeni)
- Proof of insurance (Workmen's compensation and fidelity)
- Detailed Company profile
- Police Clearance of Company Directors
- Colour copies of directors' identity documents
- Three trade references- (Annexure A)

SCOPE OF WORK


1. Security & Cash in Transit (Work Methodology)

- Collection of money must be done before 12:00 noon each day and deposited on the same day at the relevant bank.

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- The service provider must ensure that the cash is collected from the EHB revenues and deposited to FNB and also ensure the returning of money bags and deposit slips on the same day.
- The bank consultant (provided by the service provider) must always be present at the bank when the money is counted and deposited.
- The Security & Cash in Transit should under no circumstances disrupt the routine activities of the Board.
- The service provider must ensure that a specialized vehicle (armored) adapted for the transport of Cash is used when the service is rendered. The vehicle must be equipped with a safe for the safeguarding of monies.
- The Security personnel is to monitor the entrance and exit of the premises/ building-17 while Security & Cash in Transit is in progress.

2. Management

- The contractor shall provide a permanent contract manager/supervisor who will be responsible for ensuring the quality of work carried out by the security officer for the full contract period.
- The service provider must ensure that security personnel have relevant training and qualifications.
- The service provider must ensure that complaints raised by the Board are address within 12 hours or as agreed.
- All Security & Cash in Transit related breach incidents e.g. theft, fraud, loss of money must be investigated by the service provider timeously and a preliminary report must be submitted to the Board within 5 days of the breach. A final report must be submitted within 7 working days unless the service provider obtains written permission from a dully authorized Board official for an extension. The service provider will be liable for any loss due to negligence or due to failure by its personnel to carry out their assigned duties and/or implement standard operating procedures.

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3. Minimum Security Aid Requirements

- Service aids to be used by the security officers always are as follows:
 - Reliable communication system.
 - Relevant firearm
 - Relevant equipment needed for Cash-in-Transit services e.g. receipt book, secured cases, tags, barcoded money bags.
 - Any other additional items/aids required by statutory legislation must be provided in addition to those mentioned above.

4. Hours of Service


- Services will be required 5 days a week, excluding weekends and public holidays.

The Board does not bind itself to accept the lowest tender or any tender. For further information contact the Procurement Officer, Ms. Cebile Dlamini at tendering@ehb.co.sz.

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Section 1 Instruction to Tender

1.1 Introduction

The Client named in the Data Sheet will select a company in accordance with the method of selection specified in the Data Sheet. This tender document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.

1.2 Submission

- 1.2.1 Tender documents must be returned to the EHB and deposited to the designated tender box at the **5th Floor Sibekelo Building, Mbabane** EHB reception on or before 12:00 noon on **Monday, 22nd April 2024**. Tender submissions should be in a sealed envelope marked with the **"Tender name"** and addressed to **"The Secretary EHB Tender Committee, P.O. Box 798 MBABANE"**.

1.3 Conflict of Interest

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

1.4 Clarification and Amendment of tender Documents


At any time before the submission of tenders, the Client may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Tenderers and will be binding on them. Tenderers shall acknowledge receipt of all amendments. To give Tenderers reasonable time in which to take an amendment into account in their tender the Client may, if the amendment is substantial, extend the deadline for the submission of tender.

1.5 Latest Date for Submission

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The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.

A tenderer may modify or withdraw the tender prior to the deadline for the submission of tenders.

1.6 Opening of tender

The tender opening will be conducted on the tender closing date **Monday, 22nd April 2024**, 12:05hrs.

1.7 Validity

The Data Sheet indicates how long the tender must remain valid after the submission date.

1.8 Notification to Successful Suppliers

Applicants will be informed in writing of the results of the tender. Successful tenderers will be maintained on the EHB's database for a duration of 24 months.

1.9 Persons Excluded from this Tender

Public officers and politicians shall not participate in all EHB tenders.

1.10 Premise Visitation

The Tenderers should have registered offices and EHB reserves the discretion of visiting physical premises from which the tenderer conducts business if so desired to confirm existence and capability to deliver the said goods or services.


1.11 Intent to Award

A notice of intent will be published on ESPPRA website and will be emailed to all bidders. EHB will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

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SUPPLY OF SECURITY & CASH IN TRANSIT

We invite you to submit your tender for suppliers and services.


1.0 TENDER DATA SHEET

1.1	Name of the Client: Eswatini Housing Board Method of selection: Quality and Cost
1.2	Name of Assignment: Supply of Security & Cash in Transit Scope of work: Tenderers are to quote for the daily collection of cash from two (2) revenue offices at Matsapha and Mbabane to First National Bank Swaziland. Financial Proposal to be submitted together with Technical Proposal: YES
1.3	A compulsory pre-tender meeting will be held: No
1.4	Clarifications may be requested not later than 12 th April 2024. The address for requesting clarifications is: Procurement Officer Ms. Cebile Dlamini, at email address; tendering@ehb.co.sz , on (+268)2405 5016.
1.5	Tenderers are required to submit one (1) original and one (1) copy of the tender document. The original document must contain the following documents: <ul style="list-style-type: none"> • Valid Trading License. • Valid Original Tax Compliance Certificate • Form J (for current Shareholders). • VAT Registration if applicable • ENPF Compliance Certificate • Labour Compliance • Proof of payment- E500 (Five hundred Emalangeni) • Proof of insurance (Workmen's compensation and fidelity) • Detailed Company profile • Police Clearance of Company Directors • Colour copies of directors' identity documents • Three trade references- (Annexure A)

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1.6	Taxes: Prices quoted must be inclusive of VAT where applicable												
1.7	The currency to be used in the quotes is Eswatini Emalangeni.												
1.8	The tender submission address is: Eswatini Housing Board, 5 th Floor Sibekelo Building, Mbabane. Tender must be submitted no later than 12 noon Monday, 22nd April 2024. Late, email or telefax tenders will not be accepted.												
1.9	Public tender opening: Yes												
1.10	EHB will examine the Tender submissions to determine whether they are complete i.e. whether required documents have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. EHB will then evaluate and compare the Tenders, which have been determined to be substantially responsive. The comparison shall include amongst other things the price (including all taxes).												
1.11	Criteria, sub-criteria, and point system for the evaluation of Full Proposals are: <table style="width: 100%; margin-left: 20px;"> <thead> <tr> <th></th> <th style="text-align: right;">Points</th> </tr> </thead> <tbody> <tr> <td>1. Specific experience relevant to the assignment</td> <td style="text-align: right;">30</td> </tr> <tr> <td>2. Equipment and infrastructure</td> <td style="text-align: right;">30</td> </tr> <tr> <td>3. Organization and staffing</td> <td style="text-align: right;">20</td> </tr> <tr> <td>4. Adequacy of the proposed methodology</td> <td style="text-align: right;">20</td> </tr> <tr> <td>Total Score</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>Passing mark for the technical score is 70</p>		Points	1. Specific experience relevant to the assignment	30	2. Equipment and infrastructure	30	3. Organization and staffing	20	4. Adequacy of the proposed methodology	20	Total Score	100
	Points												
1. Specific experience relevant to the assignment	30												
2. Equipment and infrastructure	30												
3. Organization and staffing	20												
4. Adequacy of the proposed methodology	20												
Total Score	100												
1.12	Price The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the Price of the proposal under consideration.												

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1.13	Final Weighted Scores The weight given to the Technical and Financial Proposals shall be: Technical 0.7 and Financial 0.30
1.14	Tenders must remain valid for 120 days after the submission date.
1.15	Tenderers must submit three (3) trade references forms NOT LETTERS . Reference forms must be scored by the service provider's selected referees.
1.16	Expected date for commencement of services: 1 st July 2024 Contract period is 21 months subject to annual performance reviews.
1.17	Successful tenderers will be maintained on the EHB's database and purchase orders issued to them as and when items are needed for a duration of 24 months .
1.18	The Eswatini Housing Board does not bind itself to accept the lowest or any tender. Eswatini Housing Board also reserves the right to accept any tender in whole or in part without notice or reason.

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2. EVALUATION METHODOLOGY

The evaluation will apply the Quality-Cost Based Selection Model and will be checked in two (2) stages (Preliminary and Technical evaluation).

2.1 Preliminary Evaluation

A preliminary evaluation will be undertaken to determine whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (pass or fail) will be used when evaluating the submission of eligibility documents. Regardless of the score, when the three relevant trade references are missing, a Trading License and tax compliance certificate are not valid, the evaluation committee will automatically reject the tenderer's documents.


2.2 Technical Evaluation

Description	Points %
<p>1. Specific experience relevant to the assignment</p> <ul style="list-style-type: none"> • <i>Managerial capacity, qualifications and experience. Attach CVs of key personnel to be involved in the project with at least three to five years of experience in the provision of similar services. (10)</i> • <i>At least three trade references for relevant / similar work completed within the last three years, with contact persons and contact numbers. (10)</i> • <i>Quality of the service i.e. extent to which it meets tender specification, expectation or scope; understanding of the assignment; years of service in similar business. (10)</i> 	30
<p>2. Equipment and infrastructure</p> <ul style="list-style-type: none"> • <i>Availability of armored motor vehicles. Attach certified copies of vehicles blue books. (15)</i> • <i>Availability of minimum security aid ie. (15)</i> <ul style="list-style-type: none"> ▪ <i>Reliable communication system</i> 	30

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<ul style="list-style-type: none"> ▪ <i>Relevant firearm</i> ▪ <i>Relevant equipment needed for Cash-in-Transit services e.g. receipt book, secured cases, tags, barcoded money bags</i> 	
3. Organization and staffing <ul style="list-style-type: none"> • <i>Detailed organizational structure (10)</i> • <i>Provide lists of security crew supervisors who shall be serving EHB (10)</i> 	20
4. Adequacy of the proposed methodology <ul style="list-style-type: none"> • <i>Innovation in service delivery, especially in risk mitigation (20)</i> 	20
Total technical points	100

A tenderer must obtain not less than 70% to qualify for Financial Evaluation.

2.3 FINANCIAL EVALUATION

Tender Prices must include all relevant costs:

The scoring of the other tender prices will be calculated as follows:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the Price of the proposal under consideration.


2.3.1 Final Weighted Scores

The weight given to the Technical and Financial Proposals shall be: Technical 0.7 and Financial 0.30

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3. GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Employer and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Pricing Form" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- d) "The Services" means the various maintenance and emergency repair services that are the subject of this contract and/or other materials which the Service Provider is required to supply to the Employer under the Contract.
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "The Employer" means the organization purchasing the Services as named in the General Conditions of Contract.
- g) "Tenderer" means a prospective supplier who has submitted a bid or proposal for the tender.
- h) "Day" means calendar day.


3.2 SPECIAL CONDITIONS

- The successful service provider will be held responsible for any damage, loss or thefts that may be caused, to the premises of contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the Board against the service provider.
- The successful contractor shall always practice safe working habits and create safe working conditions for his/ her workers. The Board shall be indemnified against any loss, injury to

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employees or another person and damage to own property or third party, while executing the contracted service on behalf of the Board.

- The personnel of the service provider MUST always be dressed in corporate clothing (with the company's name and logo on) and all other safety equipment. All personnel must be furnished with an identification card, must have a communication system/device which is connected to their office or police station as well as an armed reaction vehicle on standby and a receipt book for issuing receipt for proof of monies received.

3.3 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- a) The general conditions of payment of the Board shall apply in this contract. The Board shall make payment for work done and accepted by the Board within 30 days of receipt of invoice from the vendor.
- b) Failure on the part of the tenderer to sign this tender form and thus acknowledge and accept the conditions in writing may invalidate the tender.
- c) Awarded Tenderers will be evaluated on performance quarterly.
- d) No price increase will be accepted within twenty four (24) months of the award of the tender to a supplier.
- e) Tender prices for supplies in respect of which installation/ erection/ assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.

3.4 LANGUAGE


This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3.5 QUALITY OF SERVICES

Disclaimer

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The Service Provider shall perform the Services in accordance with the Specifications and the Pricing Forms, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.6 APPLICABLE LAW

This Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Eswatini.

3.7 CONTRACT EFFECTIVENESS

This Contract shall come into effect on the date the Contract is signed by both parties.

3.8 LOCATION FOR PROVISION OF SERVICES

The Services shall be performed at Mbabane Revenue (**ground Floor Sibekelo Building 2**) and Matsapha Revenue (**Mobeni Matsapha**).

3.9 USE OF CONTRACT DOCUMENTS AND INFORMATION


3.9.1 The Service Provider shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

3.9.2 Any document, other than the Contract itself, enumerated in GCC Clause 8.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service Provider performance under the Contract if so required by the Employer.

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4. TENDER FORM

1. We hereby tender to supply all or any of the suppliers and/ or to render all or any of the services described in the attached documents to the Eswatini Housing Board on the terms and conditions and in accordance with the specifications stipulated in the tender document (and which shall be taken as part of, and incorporated into this tender at the prices and on the terms regarding time for delivery and/ or execution inserted therein.

2. I/We agree that
 - a. The offer herein shall remain binding upon me/ us and open for acceptance by the EHB Tender Committee during the validity period indicated and calculated from the closing time of the tender.

 - b. This tender and its acceptance shall be subject to the terms and conditions contained in the Procurement Policy.


 - c. If I / We withdraw my / our tender within the period for which I / we have agreed that the tender shall remain open for acceptance, or to fail to fulfil the contract when called upon to do so, EHB may, without prejudice to its other rights, agree to the withdrawal of my/ our tender or cancel the contract that may have been entered into between me/ us and EHB and I / we will pay to EHB any additional expense incurred by EHB having to accept any less favorable tender, or if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tenders; EHB shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/ us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my /our behalf for the due fulfillment of the requirements of this clause.

 - d. If my/our tender is accepted the acceptance may be communicated to me/us by letter or order or registered mail. Such posting may be deemed to be proper

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service of such notice with effect from the date of posting/ dispatch of such notice.


The law of Eswatini shall govern the contract created by the acceptance of my/our tender and that I/we chose domicilium citandi et executandi in Eswatini at (full address of this place)

3. I/we furthermore confirm that I /we have satisfied myself/ourselves as to the correctness and validity of my/ our tender, that price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that prices and rates cover all my/our obligations under the resulting contract and that I/we accept that any mistakes regarding prices and calculations will be at my/our own risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.
5. I/ we agree that any action arising from this contract may in all respects be instituted against me/us and I /we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. Are you duly authorized to sign the tender? YES/ NO
7. Has the declaration of interest been duly completed and included in other tender forms?
YES/NO

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SIGNATURE(S) OF TENDERER OR ASSIGNEE(S) _____

DATE _____

COMPANY STAMP _____

Capacity and particulars of the authority under which this tender is

signed _____

Postal address (in block letters) _____

Telephone No(s) _____

Facsimile No _____

E-mail address _____

Tender No _____

Name of contact person (in block letters) _____

NB: Each tender must be submitted in a separate, sealed envelope on which the TENDER NUMBER AND PROCUREMENT CATEGORY must be clearly endorsed. The tender must be addressed to **THE SECRETARY: EHB TENDER COMMITTEE, P.O.Box 798 Mbabane**

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5. FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal.]
 The bidder must provide a signed declaration in the following format in company letterheads: [Name of Bidder, Address, and Date]

TO: THE CHIEF EXECUTIVE OFFICER
 Eswatini Housing Board
 PO Box 798
 Mbabane
 H100
 Eswatini

Dear Sir,

RE: TENDER NO. 10 OF 2023/2024 FOR THE SUPPLY OF SECURITY & CASH IN TRANSIT

I, the undersigned declare that:

I, offer to provide the above goods / services in conformity with the Request for Tender at a total value of (Numerical) E_____ ; in words

- (a) A detailed financial proposal is attached.
- (b) The proposal will be valid for a period of _____ (numerical) / _____ (words) calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.
- (c) I, understand that you are not bound to accept any proposal that you receive;

Yours Sincerely,

AUTHORIZED SIGNATURE: _____


NAME: _____

POSITION: _____

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6. DECLARATION OF INTEREST

1. Any legal or natural person, excluding any permanent employee of EHB, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism. Should the resulting tender, or part thereof be awarded to-
 - a) Any person employed by the EHB in the capacity of supplier, consultant or service provider, or
 - b) Any person who acts on behalf of EHB
 - c) Any person who having kinship, including blood relationship, with a person employed by, or who acts on behalf of EHB; or
 - d) Any legal person which is in any way connected to any person contemplated in paragraph (a) , (b),or (c),

It is required that:

The Tenderer or his/her authorized representative shall at submission of the tender document declare his /her positions vis-à-vis EHB and/or take an oath declaring his/her interest, where it is known that any such relationships exists between the Tenderer and a person employed by EHB in any capacity.

2. Does such a relationship exist?

YES/NO

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information)

NAME _____

POSITION _____

OFFICE WHERE EMPLOYED _____

TELEPHONE NUMBER _____

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RELATIONSHIP _____

NAME _____

POSITION _____

OFFICE WHERE EMPLOYED _____

TELEPHONE NUMBER _____

RELATIONSHIP _____

3. Failure on the part of the Tenderer to fill in and/or sign this certificate may be interpreted to mean an association as stipulated in paragraph 1, above, exists.
4. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *above*, and it is subsequently known that false information was provided in response to the above question, EHB may, in addition to any other remedy it may have
 - Recover from the supplier all costs, losses or damages incurred or sustained by EHB as a result of the award of the contract; and/or
 - Cancel the contract and claim any damages, which EHB may suffer by having to make less favorable arrangements after such cancellation.

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE


POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

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7. DECLARATION OF ELIGIBILITY (In Company Letterhead)

[The Tenderer 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 Company, Address, and Date>>>]

To: The Secretary of the Tender Committee

Eswatini Housing Board

P.O. Box 798 Mbabane

Dear Sirs,

Re: TENDER NO. 10 OF 2023/2024 CASH COLLECTION SERVICES

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 and social security contributions;
- d) I/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) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations

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as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;

g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed _____


Authorised Representative _____

Date _____

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8. Tender Checklist

Confirm if the following items are all in order and sign off **(N.B All the documents listed below must be submitted as per below order)**

Item	Tick if in order
Valid Trading License.	
Valid Original Tax Compliance Certificate	
Form J (for current Shareholders).	
VAT Registration if applicable	
ENPF Compliance Certificate	
Labour Compliance	
Proof of payment- E500 (Five hundred Emalangeni)	
Proof of insurance (Workmen's compensation and fidelity)	
Detailed Company profile	
Police Clearance of Company Directors	
Colour copies of directors' identity documents	
Three trade references- (Annexure A)	

I/we confirm that I/we have thoroughly read the tender document and completed all sections that needed to be filled and attached all required documents. I/we also certify that the information furnished in this tender is correct.

Name: _____

Signature: _____

Date: _____

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9. EHB VENDOR LIST INFORMATION

1. Procurement Category

2. Contact Numbers

3. Company Directors

4. Contact Person

5. Physical Address

6. Email Address

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Appendix A- Reference Form

Doc Number:	FIN-FR-26	SERVICE PROVIDER REFERENCE FORM		
Effective date:	31-Oct-23			
Revision:	2			
Page:	1 of 1			
DETAILS OF SERVICE CONTRACT				
COMPANY NAME				
COMPANY REPRESENTATIVE				
DESIGNATION				
SIGNATURE				
NAME OF SERVICE PROVIDER				
ENGAGEMENT PERIOD	mm/yyyy to mm/yyyy			
RATING	For EHB			
ITEM		SCORE	COMMENTS	
1. SERVICE PROVIDERS CAPACITY				
1.1 General quality of service delivery ie. understanding of the assignment				
1.2 Timeous service				
1.3 Availability of motor vehicles				
1.4 Availability of Personal Protective Equipment				
2. STAFF & ADMINISTRATION		SCORE	COMMENTS	
2.1 Availability of a contact person				
2.2 Responsiveness				
2.3 Compliance to instructions				
2.4 Compliance to safety standards				
SCORING				
Did Not Meet Expectations	Partially Met Expectations	Met Expectations	Exceeded Expectations	Outstanding
1	2	3	4	5
Performance jeopardized the achievement of contract requirements	There are major performance issues but Service Provider has potential for improvement	The Service Provider has minor performance issues, otherwise the overall performance is average	The Service Provider has met the contract requirements and there are no performance issues	The Service Provider has demonstrated a performance level beyond the expectations of the contract requirements
Company Stamp				

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SERVICE LEVEL AGREEMENT ENTERED INTO BY AND BETWEEN:

ESWATINI HOUSING BOARD (Hereinafter referred to as the EHB)


AND

_____ (Hereinafter referred to as the Service Provider)

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1. PREAMBLE

WHEREAS the EHB required a service provider for Security and Cash In Transit Services.

WHEREAS the service provider submitted a proposal to supply such services to EHB.

WHEREAS EHB is desirous of appointing the Service Provider.

AND WHEREAS it is specifically agreed by the Parties that this Agreement shall

in no manner or form give rise to and/ or constitute any Party to be the agent to the other or create a partnership, or similar relationship between the Parties other than for purposes as set out in this Agreement.

SCHEDULES ATTACHED TO THIS AGREEMENT

"A" - Scope of Work

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS: -

2. APPOINTMENT OF SERVICE PROVIDER

2.1 EHB hereby appoints the Service Provider to provide the Security and Cash In Transit Services (Hereinafter referred to as the "services"), in accordance with the terms and conditions set out in this Agreement and of the nature and extent described in the schedules marked "A" hereto.

2.2 The Service provider hereby accepts this appointment.

3. RELATIONSHIP BETWEEN THE PARTIES


3.1 The Service Provider is not an employee, agent nor partner of EHB.

3.2 The Service Provider is an independent entity with no rights to act on behalf of or bind EHB in any way whatsoever in terms of this Agreement.

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3.3 The Service Provider acknowledges that it has no expectation whatsoever that it shall be engaged in the future, for any term that exceeds the fixed term of this Agreement.

4. DURATION AND TERMINATION OF AGREEMENT

4.1 Notwithstanding the date of signature hereof, this Agreement will commence on **1st July 2024** and shall terminate on **31st March 2026**, unless terminated earlier as provided for herein.

4.2 This Agreement may be terminated summarily by EHB without notice, should the Service Provider be placed under business rescue/liquidated or enter into a compromise with its creditors.

5. NON-EXCLUSIVE ENGAGEMENT

5.1 The appointment of the Service Provider to render the services referred to in schedule A and shall not be exclusive.

5.2 The Service Provider will be entitled to render services to any other third parties or to engage in its own business activities provided that the Service Provider: -

5.2.1 satisfactorily performs its obligations in accordance with this Agreement.

5.2.2 does not use the premises, grounds, facilities and/or other resource utilities or avenues of EHB for such purpose or any other purpose save for its obligations in terms of this Agreement.

6. THE SERVICES

6.1 The Service Provider will provide the Services specified in "A".

6.2 The Service Provider shall ensure that the services comply with the Standard Specifications as per "A" and any applicable laws.

6.3 The Service Provider shall not make any material alteration, or addition to, or omission from the approved services and / or budget without the written consent of EHB.

7. FEE PAYABLE TO THE SERVICE PROVIDER


7.1 In return for the Services and the Service Provider's compliance with its obligations in terms of this agreement, EHB will pay the Service Provider:

7.1.1 As per the fees stipulated in the bid.

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7.1.2 The Service Provider shall submit value added tax (VAT) invoices clearly indicating **both parties' VAT Registration numbers**, and where applicable, detailed statements of accounts to EHB. Notwithstanding the submission of the **detailed statement of account and tax invoice**, the EHB reserves the right to inspect the services and request the Service Provider to provide proof that the fee requested was indeed actually earned.

7.1.3 Undisputed invoices shall be settled within **30 days** of receipt in line with EHB policy.

8. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

8.1 In consideration for the payment by EHB to the Service Provider of the fee, the Service Provider shall perform its duties efficiently and timeously and shall comply with the reasonable administrative requirements of EHB.

8.2 The Service Provider may not pledge the credit of EHB, nor bind EHB to any contract, undertaking, warranty or other form of agreement or stipulation without the prior written consent of EHB being obtained from a duly authorized representative of EHB.

8.3 The Service provider may not sub-contract any of its obligations in terms of this agreement to any other person without EHB's prior written consent. In the event that permission is obtained from EHB to subcontract, the Service Provider must ensure that any guarantees or other undertakings given by its subcontractors are transferable to EHB and warrants that such guarantees or undertakings will be transferred to EHB. The Service provider must ensure that all its subcontractors abide by the provisions of this Agreement.

8.4 The Service Provider will advise EHB when required to do so on questions relating to the rendering of the services and the required specifications as stated in schedule "A" to this Agreement.

9. WARRANTY BY THE SERVICE PROVIDER

9.1 The Service Provider warrants that:


9.1.1 It is fully qualified and experienced to render the services required by EHB and undertakes to exercise proper care and attention to the rendering of such services and shall comply with all applicable laws.

9.1.2 It has examined and understood the Specifications of the Services required and will in all respects comply with it.

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9.1.3 The quality of the services shall be of the highest standard. The services defined above will be conducted in full accordance with all applicable laws.

9.1.4 Failure by the Service Provider to render services with reasonable, proper skill, diligence, and of a standard and quality acceptable to the EHB will constitute a breach of this clause and EHB shall be entitled to terminate this Agreement forthwith.

10. INDEMNITY

10.1 The service provider indemnifies EHB against any claims made against EHB or any of its directors, officers, employees, agents, subcontractors or any other of its personnel, by any third party, arising out of or in connection with this agreement or the Services.

10.2 Such indemnity shall apply during the period in which this SLA is in force and subsequently thereto if liability should arise at a later time.

11. FORCE MAJEURE

11.1 Neither party is liable for any failure to meet any of its obligations in terms of this agreement, or any delay in meeting them, to the extent to which the failure or delay is caused by force majeure.

11.2 Force Majeure means any exceptional even or circumstance beyond a party's control, or which circumstance a party could not reasonably have foreseen or avoided.

11.3 The affected party must give notice to the other party immediately upon the occurrence of any event of Force Majeure and must resume performance of its obligations as soon as the cause preventing performance has ceased.

11.4 Should Force Majeure prevent a party from performing any of its obligations for a continuous period of 30 days, the other party shall be entitled to terminate this Agreement with immediate effect.


12. CONFIDENTIALITY

12.1. Each party shall protect the confidential information of the other party against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

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12.2. Confidential Information may be disclosed by the receiving party to its employees, affiliates, and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the confidential information received.

12.3. The obligations set out in this clause shall not apply to confidential information that the receiving party can demonstrate:

- 12.3.1 is or has become publicly known other than through breach of this Clause 12; or
- 12.3.2 was in the possession of the receiving party prior to disclosure by the other party.
- 12.3.3 was received by the receiving party from an independent third party who has full right of disclosure.
- 12.3.4 was independently developed by the receiving party; or
- 12.3.5 was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.

12.4. This clause is severable from the rest of this agreement and shall remain valid and binding on the parties for a period of 5 (five) years after termination of this Agreement.

13. BREACH

13.1. Should either Party hereto breach or fail to comply with any term or condition of this Agreement, then the non-defaulting Party shall be entitled: -


- 13.1.1. to enforce specific performance of the provisions of this Agreement; or
- 13.1.2. to cancel this Agreement (either as an alternative to a claim for specific performance or upon the abandonment of such a claim), provided the non-defaulting party has first given the defaulting Party written notice to rectify such breach or failure within 7 (seven) days after receipt of such notice, and the defaulting Party has failed to comply therewith. Written notice of any such cancellation shall be given to the defaulting Party and such cancellation shall take effect on the giving of such notice.

13.2. The exercising by any Party hereto of any right conferred by the foregoing provisions of this clause shall be without prejudice to any claims of such Party hereunder then accrued or to any other right or remedy of such Party.

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14. SETTLEMENT OF DISPUTES: ARBITRATION

14.1 Any dispute arising out of or in connection with this Agreement, its interpretation, application, termination or cancellation or the subject matter of this Agreement, including claims in delict or for rectification or performance of the Agreement, shall be decided by arbitration in terms of this clause, notwithstanding that the rest of the Agreement may have been terminated or been cancelled.

14.2 The Arbitrator shall be agreed between the Parties to the dispute but, failing agreement within 10 days after notice requiring the dispute to be referred to arbitration is given, the Arbitrator shall be a person nominated at the request of either Party by the Law Society of Eswatini or relevant legally registered professional, as determined by the nature of the matter in dispute.

14.3 The arbitration will be held anywhere in Eswatini, and the Parties will endeavor to ensure that it is completed within 90 days after notice requiring the dispute to be referred to arbitration is given.

14.4 Save to the extent varied by this clause, the arbitration shall be governed by the Arbitration laws of Eswatini.

14.5 The Arbitrator's terms of reference are to resolve the dispute as quickly, cheaply and in a fair manner as is possible in the circumstances by making an appropriate determination including any award for costs.

14.6 The procedure (including the venue and times of hearing) relating to such arbitration shall be determined by the Arbitrator in his/her sole discretion.


14.7 The decision of the Arbitrator, including any costs award, shall be final and binding on the Parties.

14.8 If the Arbitrator's charges and any other costs must be paid before the Arbitrator has made his award in respect of costs, the Parties shall pay the costs in equal shares, and if a Party fails to pay that Party's share, the Arbitrator may make his/her award in respect of the claim and costs in the absence of that Party.

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14.9 It is recorded that the Parties intend that the substantially successful Party be awarded full indemnity for all the costs reasonably incurred by that Party and not merely the costs on the High Court or any other scale.

14.10 The fact that there is a dispute, the proceedings in the arbitration and the Arbitrator's award shall as far as practicable, be kept confidential.

14.11 The provisions of this clause shall not preclude the Parties from obtaining urgent interim relief from any court of competent jurisdiction.

15. MISCELLANEOUS LEGAL PROVISIONS

15.1 Domicilium:

The Parties choose for the purpose of this Agreement their domicilia citandi et executandi at the following address: -

15.1.1 in the case of the **EHB** at:

5th Floor Sibekelo Building Number 2

Mbabane Office Park

Mhlambanyatsi Road, Mbabane

Tel: 2405 5000

Email: postbox@ehb.co.sz

15.1.2 in the case of the **Service Provider** to:

physical address :


Tel. _____

Email: _____

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and shall be marked for the attention of:

15.2 A notice or legal process shall be deemed to have been duly given:

15.2.1 seven (7) days after posting, if posted by registered post to the party's address in terms of this sub-clause.

15.2.2 on delivery, if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause dealing with service of legal documents.

15.2.3 on dispatch, if sent to the party's then telefax number or electronic mail address and confirmed by registered letter.

15.3 A Party may change that Party's address for this purpose, by notice in writing to the other Party.

15.4 Notwithstanding anything to the contrary herein contained, a written notice or communication which has been received by a Party will be regarded as sufficient notice, irrespective of the fact that it has not been dispatched to the appointed domicilium or delivered to such domicilium.

15.5 Whole Agreement

This Agreement and Schedules "A" and "B" thereto contain all the express provisions agreed on by the Parties regarding the subject matter hereof and the Parties waive the right to rely on any alleged express provision not contained herein.

15.6 No representations

Neither Party relies in entering into this Agreement on any warranties, undertakings, representations, disclosures of any nature whatsoever which have not been incorporated into this Agreement as warranties or undertakings.

15.7 No Variations


No amendment, variation, or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties.

15.8 Non-waiver

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Neither Party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgence to, the other Party with reference to any performance hereunder, or having failed to enforce, or delayed in the enforcement, any right of action against the other Party.

15.9 Cession

Neither Party may cede that Party's rights or delegate that Party's obligations without the prior written consent of the other Party.

15.10 Applicable Law

This Agreement shall be interpreted and implemented in accordance with the law of the Kingdom of Eswatini.

15.11 Costs

Each Party shall bear that Party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

15.12 For the purposes of this agreement:

15.12.1 The headings of the clauses of this agreement are inserted for reference purposes only and will in no way govern or affect the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof.

15.12.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect will be given to it as if it were a substantive provision of this agreement.


15.12.3 Unless inconsistent with the context, an expression which denotes any one gender includes the other gender. A natural person includes a legal person and vice versa. The singular includes the plural and vice versa.

15.12.4 The annexures to this agreement form an integral part hereof and words and expressions defined in this agreement will bear, unless the context otherwise requires, the same meaning in such annexures.

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15.12.5 When any number of days is prescribed in this agreement, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day will be the day immediately following business day.

15.12.6 If the day for payment of any amount due in terms of this agreement falls on a day which is not a business day, the relevant date will be the preceding business day.

15.12.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail.

15.12.8 Where any term is defined within the context of any clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that, that term has not been defined in this interpretation clause.

15.12.9 Any reference to an enactment in this agreement is to that enactment as at the signature date and as amended or re-enacted from time to time.

15.12.10 The expiry or termination of this agreement will not affect such of the provisions of this agreement as expressly provided that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

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For and on behalf of EHB

Signature _____ **Name** _____

Signed at _____ on this ____ day of _____ 202__

Witness 1 Name: _____

Designation: _____

Witness 2 Name: _____

Designation: _____

For and on behalf of the Service Provider, the signatory warranting

his/her authority to sign.

Signature _____ **Name** _____

Signed at _____ on this ____ day of _____ 202__

Witness 1 Name: _____

Designation: _____


Witness 2 Name: _____

Designation: _____

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SCHEDULE A – SCOPE OF SERVICES

1. Security & Cash in Transit (Work Methodology)

- Collection of money must be done before 12:00 noon each day and deposited on the same day at the relevant bank.
- The service provider must ensure that the cash is collected from the EHB revenues and deposited to FNB and also ensure the returning of money bags and deposit slips on the same day.
- The bank consultant (provided by the service provider) must always be present at the bank when the money is counted and deposited.
- The Security & Cash in Transit should under no circumstances disrupt the routine activities of the Board.
- The service provider must ensure that a specialized vehicle (armored) adapted for the transport of Cash is used when the service is rendered. The vehicle must be equipped with a safe for the safeguarding of monies.
- The Security personnel is to monitor the entrance and exit of the premises/ building while Security & Cash in Transit is in progress.


2. Management

- The contractor shall provide a permanent contract manager/supervisor who will be responsible for ensuring the quality of work carried out by the security officer for the full contract period.
- The service provider must ensure that security personnel have relevant training and qualifications.
- The service provider must ensure that complaints raised by the Board are address within 12 hours or as agreed.
- All Security & Cash in Transit related breach incidents e.g. theft, fraud, loss of money must be investigated by the service provider timeously and a preliminary report must be submitted to the Board within 5 days of the breach. A final report must be submitted within 7 working days unless the service provider obtains written permission from a dully authorized Board official for an extension. The service provider will be liable for any loss due to negligence or due to failure by its personnel to carry out their assigned duties and/or implement standard operating procedures.

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3. Minimum Security Aid Requirements

- Service aids to be used by the security officers always are as follows:
 - Reliable communication system.
 - Relevant firearm
 - Relevant equipment needed for Cash-in-Transit services e.g. receipt book, secured cases, tags, barcoded money bags.
 - Any other additional items/aids required by statutory legislation must be provided in addition to those mentioned above.

4. Hours of Service

- Services will be required 5 days a week, excluding weekends and public holidays.

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