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WOODLANDS SHOPPING CENTRE (PTY) LTD

REQUEST FOR PROPOSALS FOR THE CLEANING AND GARDEN MAINTENANCE SERVICES

Woodlands Shopping Centre Second Floor Office No.7

Mbangweni Mbabane

Eswatini

Date of Issuance: 6th February 2025

RFP NO. WSC 3 of 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES

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INVITATION TO SUBMIT PROPOSALS

Tender Reference: RFP NO. WSC 3 of 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES


Woodlands Shopping Centre (Pty) Ltd (WSC) is a property investment company owned by Eswatini Housing Board and Public Service Pensions Fund. WSC is inviting shortlisted service providers to submit proposals for the provision of cleaning and garden maintenance services at the shopping centre for the duration of two (2) years.

One (1) Original and one (1) copy of the proposal must be submitted in a sealed envelope clearly marked '**RFP NO. WSC 3 of 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES**'.

The Original document must be accompanied by copies of:

- Valid Trading License.
- Original Tax Compliance Certificate.
- Form J
- Valid ENPF Compliance Certificate
- Valid Labour Compliance Certificate
- Copy of company directors' Identity Documents
- Tender fee Proof of payment
- Police clearance for all company directors
- Detailed Company profile
- Three relevant trade references letters
- Latest Audited Financial Statements
- Workman's compensation
- Declaration of Eligibility
- Power of Attorney

The tendering period is from Thursday, 6th February 2025 to Friday, 7th March 2025. A non-refundable tender fee of E500.00 is to be deposited into the WSC account number **628 1954 3647** held with **FNB Mbabane**.

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A compulsory site inspection meeting will be held on the **21st February 2025, 11:00hrs at Woodlands Shopping Centre Mbabane.**

Proposals will be evaluated on a Quality and Cost basis as detailed in the Request for Proposals document. The resulting contract will be a lump sum contract.


Tender submissions should be in a sealed envelope marked "**RFP NO. WSC 3 of 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES**" and addressed to "**The Secretary Tender Committee, P.O. Box 798 MBABANE**".

Tender document must be submitted at **Eswatini Housing Board, 5th Floor Sibekelo Building No.2** and deposited to the designated tender box at the reception on or before **12:00 noon on Friday, 7th March 2025.**

Electronic tenders will not be considered.

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

The Woodlands Shopping Centre (Pty) Ltd does not bind itself to accept the lowest or any tender.

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TERMS OF REFERENCE

1. Background

Woodlands Shopping Centre requires the effective provision of cleaning and garden maintenance services, to provide pristine premises for customers and tenants and as part of customer satisfaction.

2. Scope of work

The scope is to provide cleaning services of high industry standards, which includes cleaning of common use areas, toilets, passages, grounds, centre management office, stairways, and all other areas under the control of centre management. Additionally, provision of garden maintenance services to keep the gardens well-groomed and presentable.

3. Deliverables

The scope of the contract shall include but not limited to the following:

1. CLEANING SERVICES

1.1 General Cleaning

- Daily cleaning of common areas including entrances, lobbies, hallways and corridors.
- Regular dusting of surfaces, light fixtures and signages.
- Sweeping, mopping and vacuuming of floors.
- Cleaning of glass doors and windows.

1.2 Restroom Cleaning

- Daily cleaning & disinfecting of all restrooms.
- Replenishing of supplies such as toilet paper, refuse bags etc.
- Regular inspection to ensure cleanliness throughout the operating hours.
- Reporting on all maintenance faults in the restrooms in a timely manner.

1.3 Waste Management

- Daily collection and disposal of trash from public areas, parking and rest rooms.
- Provide waste disposal bins in the restrooms.

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- Monitoring and cleaning of waste disposal areas.

1.4 Deep Cleaning

- Periodic deep cleaning of floors and toilets.
- Cleaning of high-level areas.

1.5 Safety & Compliance

- Adhering to all health and safety regulations.
- Providing cleaning staff with appropriate protective wear.
- Ensuring cleaning staff are trained in the use of cleaning chemicals and equipment.
- Regular reporting to Centre Management.

2. GARDEN MAINTENANCE SERVICES

2.1 Landscape Maintenance

- Regular mowing, trimming, and edging of lawns within the centre, plants.
- Attending to overgrowth along the boundary of the fence as and when required.
- Making good and replanting with new plants where required
- Pruning of trees, shrubs and other plants to ensure health and aesthetic appeal.
- Weeding of garden beds, sidewalks and other areas.
- Debris removal

2.2 Fertilisation & Pest Control

- Monitoring plant health and application of fertilisers where required and pest control management.

2.3 Cleanliness

- Removal of debris, leaves and litter from the garden's areas.

2.4 Safety & Compliance

- Adherence to local regulations regarding garden maintenance.
- Providing the necessary tools, materials and protective wear for personnel.
- Regular reporting to Centre Management.

3. Supplies and Equipment

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The service provider is expected to provide all cleaning equipment, which comprises but is not limited to the following:

- **Cleaning-** buckets, mops, scrubbers, wiping clothes, caution signages, gloves, protective equipment, brooms, soaps, disinfectants, waste plastics, vacuum cleaners, dusters, buckets, toilet paper.
- **Garden maintenance services-** Garden gloves, Pruning shears, Garden hose, Rake, Shovel, Wheelbarrow, Grass & overgrowth cutter

4. Work Schedule

Cleaning services will be provided 7 days weekly including public holidays, between 07h00 – 22h00.

Gardening services will be provided 5 days weekly or based on the maintenance plan schedule.

5. Duration of Contract

Two (2) years contract period, with monthly and quarterly performance evaluations.

6. Invoicing and Payment

- Invoicing Schedule: Invoices will be processed monthly.
- Payment Terms: Upon receipt of a valid invoice (fully approved), net 30 days.
- Payment Methods: Payments will be processed directly to the service provider's account via wire transfer.

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Section 1 Instruction to Tenderer

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.

1.2 Submission


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 Friday, 7th March 2025**. Tender submissions should be in a sealed envelope marked with the **"RFP NO. WSC 3 OF 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES"** and addressed to **"The Secretary EHB Tender Committee, P.O. Box 798 MBABANE"**. Late, facsimile, and emailed tenders will not be considered.

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.

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1.5 Latest Date for Submission

A tenderer may modify or withdraw the tender prior to the deadline for the submission of tenders. In the event that a tenderer wishes to withdraw a tender, a notification in writing must be addressed to tendering@ehb.co.sz. No tenders may be withdrawn or modified in the interval between the submission of tenders and the expiration of its validity. Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to tendering@ehb.co.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

1.6 Validity

Tenders shall remain valid for 90 days after date of Tender opening prescribed by EHB. In exceptional circumstances, EHB may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Tenderer granting the request will not be required nor be permitted to modify their Tender.

1.7 Intent to Award

A Notice of Intention to Award in terms of Section 45 of the Public Procurement Act 2011 shall be sent via email to be evaluated bidders and also published on the EHB website ten (10) days before the contract award.

1.8 Language of bidding documents

All bids must be written in English.

1.9 Applicable Law

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

1.10 Cost of Tendering

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The Service Provider shall bear all costs associated with preparation and submission of this RFP.

1.11 Contacting Eswatini Housing Board

1.11.1 No Tenderer shall contact Eswatini Housing Board on any matter relating to its tender, from the time of the tender opening to the time the tender is awarded.

1.11.2 Any effort by a Tenderer to influence Eswatini Housing Board in decisions on tender evaluation, tender comparison, or tender award may result in the rejection of the Tenderer's submission.

1.12 Evaluation Methodology

The evaluation shall apply the Quality-Cost Based Selection Model and conducted in three sequential stages –

- (a) a preliminary examination to determine the eligibility of the tenderer and the administrative compliance of bids received;
- (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant proposals; and
- (c) a financial comparison to compare costs of the eligible, compliant, responsive proposals received and determine the best evaluated bid.

1.12.1 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 **valid Trading License** and **tax compliance certificate** are not valid, the evaluation committee will automatically reject the tenderer's documents.

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1.12.2 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 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>Provide a list of all the specific equipment needed for the exercise (10)</i> • <i>Use of environmentally friendly and sustainable cleaning and gardening products. (5)</i> • <i>Maintenance and safety standards of equipment. (5)</i> 	20
<p>3. Organization and staffing</p> <ul style="list-style-type: none"> • <i>Detailed organizational structure (10)</i> • <i>Availability of trained personnel</i> • <i>Staffing plan, including backup/replacement personnel. (5)</i> 	20
<p>4. Adequacy of the proposed methodology</p> <ul style="list-style-type: none"> • <i>Detailed work plan and cleaning schedule. (10)</i> • <i>Processes for handling emergencies or special cleaning requests. (5)</i> 	15

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5. Compliance with Standards	15
<ul style="list-style-type: none"> • <i>propose a plan to ensure compliance with safety, health and environmental legal requirements.</i> (10) • <i>Compliance with local labour laws and regulations (minimum wage requirements, employment contracts, overtime, and benefits).</i> (5) 	
Total technical points	100

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

1.12.3 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.

1.12.4 Final Weighted Scores

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

1.13 Tender Award

1.13.1 The awarding of the contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

1.13.2 The contract award decision shall be taken by the appropriate approvals' authority.

1.13.3 Following the contract award decision, the Board shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be:

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- a) sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; and
- b) The Board shall allow a period of at least ten working days to elapse from the
- c) date of dispatch of the notice before a contract is awarded.

1.13.4 The expected address for the contract negotiations shall be: Woodlands Shopping Centre second floor building no.7 Mbangweni, Mbabane.

1.14 EHB's Right to accept or reject any or All Tenders

EHB reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to awarding the tender, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for EHB's action.

1.15 Corrupt and fraudulent practices

EHB requires that Tenderers observe the highest standard of ethics during the procurement process and supply of goods/services. In pursuance of this policy, EHB defines, for the purpose of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of EHB, and includes collusive practice among Tenderer's (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive EHB of the benefits of free and open competition;

- b) will reject a proposal 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;


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- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or executing a contract.

1.16 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) "WSC" means Woodlands Shopping Centre.
- c) "EHB" means Eswatini Housing Board.
- d) "The Employer" means the organization purchasing the Services (EHB).
- e) "Service Provider" is a person or corporate body who's EOI to provide the Services has been accepted by the Employer
- f) "Data Sheet" means such part of the Instructions to tendered used to reflect specific assignment conditions
- g) "Day" means calendar day
- h) "Instructions to Tenderer" means the document which provides tenders with all information needed to prepare their Proposals
- i) "Personnel" means professionals and support staff provided by the tenderer and assigned to perform the Services or any part thereof;
- j) "Proposal" means the Technical Proposal and the Financial Proposal
- k) "RFP" means this Request For Proposals
- l) "Services" means the work to be performed by the service provider pursuant to the Contract

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2. RFP NO. WSC 3 OF 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES

1. Tenderers are invited to submit tenders for supply and installation of a standby generator.

2.0 TENDER DATA SHEET

2.1	<p>Name of the Client: Woodlands Shopping Centre (Pty) Ltd</p> <p>Method of selection: Quality and Cost Basis</p>
2.2	<p>Name of Assignment: CLEANING AND GARDEN MAINTENANCE SERVICES</p> <p>Scope of work:</p> <p>The scope of the contract shall include but not limited to the following:</p> <p>The scope is to provide cleaning services of high industry standards, which includes cleaning of common use areas, toilets, passages, grounds, centre management office, stairways, and all other areas under the control of centre management. Additionally, provision of garden maintenance services to keep the gardens well-groomed and presentable.</p> <p>1. Deliverables</p> <p>The scope of the contract shall include but not limited to the following:</p> <p>1. CLEANING SERVICES</p> <p>1.1 General Cleaning</p> <ul style="list-style-type: none"> • Daily cleaning of common areas including entrances, lobbies, hallways and corridors. • Regular dusting of surfaces, light fixtures and signages. • Sweeping, mopping and vacuuming of floors. • Cleaning of glass doors and windows. <p>1.2 Restroom Cleaning</p> <ul style="list-style-type: none"> • Daily cleaning & disinfecting of all restrooms.

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- Replenishing of supplies such as toilet paper, refuse bags etc.
- Regular inspection to ensure cleanliness throughout the operating hours.
- Reporting on all maintenance faults in the restrooms in a timely manner.

1.3 Waste Management

- Daily collection and disposal of trash from public areas, parking and rest rooms.
- Provide waste disposal bins in the restrooms.
- Monitoring and cleaning of waste disposal areas.

1.4 Deep Cleaning

- Periodic deep cleaning of floors and toilets.
- Cleaning of high-level areas.

1.5 Safety & Compliance

- Adhering to all health and safety regulations.
- Providing cleaning staff with appropriate protective wear.
- Ensuring cleaning staff are trained in the use of cleaning chemicals and equipment.
- Regular reporting to Centre Management.

2. GARDEN MAINTENANCE SERVICES

2.1 Landscape Maintenance

- Regular mowing, trimming, and edging of lawns within the centre, plants.
- Attending to overgrowth along the boundary of the fence as and when required.
- Making good and replanting with new plants where required
- Pruning of trees, shrubs and other plants to ensure health and aesthetic appeal.
- Weeding of garden beds, sidewalks and other areas.
- Debris removal

2.2 Fertilisation & Pest Control

- Monitoring plant health and application of fertilisers where required and pest control management.

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2.3 Cleanliness

- Removal of debris, leaves and litter from the garden's areas.

2.4 Safety & Compliance

- Adherence to local regulations regarding garden maintenance.
- Providing the necessary tools, materials and protective wear for personnel.
- Regular reporting to Centre Management.

3. Supplies and Equipment

The service provider is expected to provide all cleaning equipment, which comprises but is not limited to the following:

- **Cleaning-** buckets, mops, scrubbers, wiping clothes, caution signages, gloves, protective equipment, brooms, soaps, disinfectants, waste plastics, vacuum cleaners, dusters, buckets, toilet paper.
- **Garden maintenance services-** Garden gloves, Pruning shears, Garden hose, Rake, Shovel, Wheelbarrow, Grass & overgrowth cutter

4. Work Schedule

Cleaning services will be provided 7 days weekly including public holidays, between 07h00 – 22h00.

Gardening services will be provided 5 days weekly or based on the maintenance plan schedule.

5. Duration of Contract

Two (2) years contract period, with monthly and quarterly performance evaluations.

6. Invoicing and Payment

- Invoicing Schedule: Invoices will be processed monthly.

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	<ul style="list-style-type: none"> • Payment Terms: Upon receipt of a valid invoice (fully approved), net 30 days. • Payment Methods: Payments will be processed directly to the service provider's account via wire transfer. <p>Financial Proposal to be submitted in a separate envelope to the Technical Proposal: YES</p>
2.3	A compulsory site inspection meeting will be held: YES 21st February 2025, 11:00hrs, Woodlands Shopping Centre.
2.4	Proposals must remain valid for 120 days after the submission date
2.5	Clarifications may be requested not later than 26th February 2025 . Clarifications shall be requested via email at; tendering@ehb.co.sz .
2.6	<p>An Original and one (1) copy of the proposal must be submitted in a sealed envelope clearly marked "RFP NO. WSC 3 of 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES".</p> <p>The Original document must be accompanied by copies of:</p> <ul style="list-style-type: none"> • Valid Trading License. • Original Tax Compliance Certificate. • Form J • Valid ENPF Compliance Certificate • Valid Labour Compliance Certificate • Copy of company directors' Identity Documents • tender fee Proof of payment • Police clearance for all company directors • Detailed Company profile • Three relevant trade references letters • Latest Audited Financial Statements • Workman's compensation • Declaration of Eligibility • Power of Attorney

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2.7	Taxes: Prices quoted must be inclusive of VAT where applicable														
2.8	The currency to be used in the Proposal is Eswatini Emalangeni.														
2.9	Tenderers must submit one (1) original and one (1) copy of their tender document.														
2.10	The Proposal submission address is: Tender documents must be returned to the EHB and deposited in the designated tender box at the 5 th floor Sibekelo Building No.2, Mbabane EHB reception on or before 12:00 noon on Friday, 7th March 2025 . Tender submissions should be in a sealed envelope marked with the " RFP NO. WSC 3 OF 2024/2025 CLEANING AND GARDEN MAINTENANCE SERVICES " and addressed to " The Secretary EHB Tender Committee, P.O. Box 798 MBABANE ". Late, and emailed tenders will not be considered.														
2.11	<p>Criteria, sub-criteria, and point system for the evaluation of Full Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 85%;"></th> <th style="text-align: right; width: 15%;"><u>Points</u></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;">20</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;">15</td> </tr> <tr> <td>5. Compliance with Standards</td> <td style="text-align: right;">15</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>		<u>Points</u>	1. Specific experience relevant to the assignment	30	2. Equipment and infrastructure	20	3. Organization and staffing	20	4. Adequacy of the proposed methodology	15	5. Compliance with Standards	15	Total Score	100
	<u>Points</u>														
1. Specific experience relevant to the assignment	30														
2. Equipment and infrastructure	20														
3. Organization and staffing	20														
4. Adequacy of the proposed methodology	15														
5. Compliance with Standards	15														
Total Score	100														
2.12	<p>Price</p> <p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the Price of the proposal under consideration.</p> <p>$T = 0.7$</p>														

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	P=0.3
2.13	Expected date for commencement of services: 1st April 2025 Contract duration: 2 years.
2.14	Woodland Shopping Centre does not bind itself to accept the lowest or any tender. Woodland Shopping Centre also reserves the right to accept any tender in whole or in part without notice or reason.

3.1 GENERAL CONDITIONS OF TENDER

- 3.1.1 Upon acceptance of a particular tender, commence of works shall be on the date for possession of the site and carry out the services in accordance with the contract documents, to the reasonable satisfaction and in accordance with the written instructions of the principal agent.
- 3.1.2 Comply with all applicable statutory provisions and local authority requirements.
- 3.1.3 Insure his workmen and employees against death or injury arising out of the execution of the services.
- 3.1.4 Comply with all written instructions of the principal agent to make variations to the services.
- 3.1.5 Make good at his own expense all incomplete and defective work within the period of liability for defects.
- 3.1.6 Pay to the Client any penalty for delay as due to the Client on demand by the principal agent. Such amounts may be deducted from any payment due by the Client to the Service provider.
- 3.1.7 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.

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3.2 SPECIAL CONDITIONS

- 3.2.1 The service provider shall be required to undergo an induction exercise with the principal agent before the commencement of works.
- 3.3 The Service provider shall ensure compliance with the health, safety and environmental rules and regulations stipulated by the principal agent and shall ensure that works are conducted in such a manner that the service provider's labourers and the patrons of the establishment are not exposed to any health and safety hazards.
- 3.4 The principal agent shall not be liable for any injuries or ill-health to the service provider or the labourers during the course of works. In the event of any injuries or ill-health, the service provider shall notify the principal agent within 24 hours of occurrence of the incident.
- 3.5 The service provider shall ensure the adequate storage and disposal of any materials utilised during the course of the works, in a designated storage area.
- 3.6 The service provider shall be subject to health, safety and environmental inspections to ensure their compliance with legislation and requirements.


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4. TENDER FORM

We hereby tender to for **cleaning and garden maintenance services** at Woodlands Shopping Centre 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).

I/We agree that

- a. The offer herein shall remain binding upon me/ us and open for acceptance by the WSC 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, WSC 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 WSC and I / we will pay to WSC any additional expense incurred by WSC 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; WSC 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 max il. Such posting may be deemed to be proper service of such notice with effect from the date of posting/ dispatch of such notice.

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e. 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)

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.

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.

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.

Are you duly authorized to sign the tender? YES/ NO

Has the declaration of interest been duly completed and included in other tender forms?
YES/NO

SIGNATURE(S) OF TENDERER OR

ASSIGNEE(S)_____

DATE_____

COMPANY STAMP_____

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Capacity and particulars of the authority under which this tender is:

Signed _____


Postal address (in block letters) _____

Telephone No(s) _____

E-mail address _____

RFP NO _____

Name of contact person (in block letters) _____

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5. DECLARATION OF INTEREST

Any legal or natural person, excluding any permanent employee of WSC, 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 WSC in the capacity of supplier, consultant or service provider, or
- b. Any person who acts on behalf of WSC
- c. Any person who having kinship, including blood relationship, with a person employed by, or who acts on behalf of WSC;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 WSC 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 WSC in any capacity.

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 LOCATION_____

TELEPHONE NUMBER_____

RELATIONSHIP_____

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NAME _____

POSITION _____

OFFICE LOCATION _____

TELEPHONE _____

RELATIONSHIP _____

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.

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, WSC may, in addition to any other remedy it may have

- a. Recover from the service provider all costs, losses or damages incurred or sustained by WSC as a result of the award of the contract; and/or
- b. Cancel the contract and claim any damages, which WSC 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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6. 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/ Madam,

Re: RFP NO. WSC 3 OF 2024/2025 CLEANING AND GARDEN MAINTENANCE 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.

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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 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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7. Tender Checklist

Confirm if the following items are all in order and sign off (**N.B filing of documentation should follow the below order**)

Item	Tick if in order
Valid Trading License	
Original Tax Compliance Certificate	
Form J	
Valid ENPF Compliance Certificate	
Valid Labour Compliance Certificate	
Copy of company directors' Identity Documents	
tender fee Proof of payment	
Police clearance for all company directors	
Detailed Company profile	
Three relevant trade references letters	
Latest Audited Financial Statements	
Workman's compensation	
Declaration of Eligibility	
Power of Attorney	

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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8. VENDOR INFORMATION DATASHEET

1. Name of the Company

2. Contact Numbers

3. Company Directors

4. Contact Person

5. Physical Address

6. Email Address
