



**Government of the Kingdom of Eswatini**

**INVITATION TO TENDER**  
**FOR THE SUPPLY**  
**OF**  
**CATERING SERVICES AT**  
**ESWATINI COLLEGE OF TECHNOLOGY**

**Procuring Entity: MINISTRY OF EDUCATION AND TRAINING**  
**P.O.BOX 39**  
**MBABANE**  
**ESWATINI**

**TENDER REFERENCE: TENDER NUMBER 23B OF 2021/22 – ESWATINI COLLEGE OF TECHNOLOGY**

**NB: OPENING FOR ALL OF THEM: 9<sup>TH</sup> APRIL, 2021**

**DATE OF ISSUE: 8<sup>th</sup> MARCH, 2021**



# INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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## ADVERTISEMENT FOR INVITATION TO TENDER

INVITATION TO TENDER FOR SUPPLYING OF CATERING SERVICE AT ESWATINI COLLEGE TECHNOLOGY

**Tender Reference No. 23B of 2021/2022.**

**The Ministry of Education and Training now invite sealed Tenders from local eligible and qualified Tenderers for Supplying of catering services for Four Public Colleges namely; Eswatini College of Technology, Gwamile VOCTIM, Ngwane Teacher College and William Pitcher College in April 2021/ March/ 2022.**

**This tender is composed of two (2) main lots. Lot 1 is for “Catering Service for Students”. Lot 2 is for “The Supply catering services for special functions- Meetings, Culture Days, Workshops and Graduations”.**

**NB**

A tenderer can tender either for Lot 1 (“Catering Service for Students”) or for Lot 2 “The Supply catering services for special functions- **Meetings, Culture Days, Workshops and Graduations**. Tender documents can be obtained at the Ministry of Education and Training, office **No. 211** for the price of **E300.00 [Three hundred Emalangen]** which should be payable at **ANY Revenue Offices, Account No. 304 - 600261101**.

Tenders must be enclosed in a sealed envelope, which must be marked as follows:

**Lot 1 Tender No 23B of 2021/2022 (“Catering Service for Students”)/Lot 2 Tender No 23B of 2021/2022 (“The Supply catering services for special functions- Meetings, Culture Days, Workshops and Graduations”).**

**“The Secretary to Eswatini Government Tender Board”**

**Treasury Building,  
Mhlambanyatsi Road,  
MBABANE**

Further the envelope must be clearly marked with the following information: Ministry of Education and Training Tender Reference No **23B of 2021/2022, Lot1 (“Catering Service for Students”) / Lot2 (“The Supply catering services for special functions- Meetings, Culture Days, Workshops and Graduations”).**  
**“Do not open before Friday 9<sup>th</sup> April 2021, 9: 00am.**

Tenders must be delivered to the offices of the **Eswatini Government Tender Board**, Treasury Building, Mhlambanyatsi Road, Mbabane, Eswatini by **8:45 am on 9<sup>th</sup> April 2021** and deposited in the **Treasury Tender Box**.

Tenders received in time by the latest date and time for submission will be opened at the **Treasury Building, Room 109, Mhlambanyatsi Road, Mbabane at 9:00am**. Tenders not deposited in the Treasury Tender Box, as well as late, telegraphic, electronic and faxed tenders will not be considered. Tenderers may attend the opening procedure.

- The documents specified in “Instructions to Tenderers”, including: **Original SRA Company Tax Compliance Certificate (for Government tender), VAT Registration Certificate, Trading Licence, Original General Receipt, Form J and Form C, Labour Compliance Certificate, SNPF Compliance Certificate, Certificate of Incorporation, Police Clearance Certificate, ONE original copy and Two copies of the tender document, Manufactures Authorisation, Sample Specification and a Tender Security of E25 000.00** must be included in the Tender.

For further information, contact the following: Chief Inspector of Tertiary Education, Ministry of Education and Training, P.O. Box 39, Mbabane, Eswatini. Email address: [fcmdluli@gmail.com](mailto:fcmdluli@gmail.com) and Thobile Lefty Gamedze, Tel: 2408-8433 OR 79039725 and email: [leftyt2013@gmail.com](mailto:leftyt2013@gmail.com)



### Advisory Notes for Tenderers on Key Requirements

This document should be read carefully by the Tenderer before preparing the Tender to ensure compliance with key requirements. Failure to fulfil these requirements will result in disqualification of the offer. The following are a number of pointers that Tenderers should take into account when preparing their Tenders:

#### 1) Framework Contracts

This Tender is a Framework Tender for catering required by ESWATINI COLLEGE OF TECHNOLOGY for a period of 10 (ten) months. Tenderers are required to unit costs of the items listed. The Tenders will be evaluated on the basis of the (minimum) prices stated in the Tender and an award will be made. Following award, deliveries will be arranged by issue of individual 'Government Orders' over the course of the 10 (ten) months period. Each 'Government Order' will include reference to the original framework award.

#### 2) The Price Schedule and Tender Form

The Price Schedule **must** be completed and **must** be inclusive of all taxes. The total figure of the Price Schedule must be taken to the Tender Form. **The price schedule shall be included in the tender as an appendix to the Tender Form.**

#### 3) Tender Form

- 4) The Tender form is the Tender's offer and must therefore be completed, signed by the Tenderer's authorised representative and stamped with the Tenderer's stamp. If it is not completed and signed, your tender will be rejected at the preliminary stage of evaluation.

#### Documents Required

All documents stated in the "Instructions to Tenderers" and "Tender Data Sheet" must be included in the offer. **Failure to provide any of the documents specified may result in rejection of your tender.**

#### 5) Partial offers

If the Tender Document calls for complete offers you must price all items. In such cases Partial offers will not be acceptable and will result in rejection of the offer. You should carefully note any instructions in the specifications and the Schedule of Requirements.

#### 6) Envelopes with the original Tender and a Number of Copies of your Tender

The envelope with the original Tender Document must also include the number of copies specified in the "Tender Data Sheet". If the Tender specifies original and copies this means originals of all the documents comprising your Tender and copies of the same. The envelopes should be clearly marked accordingly. The



original Tender must be clearly marked “original”, while the copy/copies should be marked “copy”.

**7) Tender Security**

A tender Security is always required and this may be provided in the form of a Bank Guarantee, an Insurance Company Bond or a Banker’s Guaranteed Cheque. An original security must accompany each tender presented. **Photocopies, company or personal cheques are not acceptable. Failure to provide this document in the form required will result in rejection of your offer.**

**8) Performance Guarantee**

If it states in the Special Conditions of Contract that a Performance Guarantee is required this means that **only the successful tenderer will at the time of signing a contract be expected to provide a Performance Guarantee** to ensure that the Supplier carries out his obligations under the contract. The Performance Guarantee may be in the form of a Bank Guarantee or an insurance Bond.

**9) Contract Form**

Tenderers should examine the Framework Contract Form in the invitation Tender Document, as it contains information about the contract, which will be signed by the successful Tenderer following the Award of the Framework Contract.

This advisory is given as assistance only and Tenderers must examine all forms, instructions, terms and specifications when preparing their offer.



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***The Advertisement for the Invitation to Tender is included in this package but it does not form part of the Invitation to Tender Document.***



## INSTRUCTIONS TO TENDERERS

Tenderers should read these Instructions in conjunction with the attached Tender Data Sheet.

### 1. ELIGIBILITY AND QUALIFICATION OF TENDERERS

Tenderers must be eligible to tender and be qualified and capable to perform the resulting contract prior to being awarded a contract.

The Tender Data Sheet shall specify the eligibility and qualification criteria.

### 2. TENDERER'S RESPONSIBILITIES

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Invitation to Tender documents. Failure to furnish all information required by the Invitation to Tender documents or to submit a Tender not substantially responsive to the Invitation to Tender documents will be at the Tenderer's risk and may result in the rejection of its Tender.

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 3. CORRUPT COLLUSIVE, FRAUDULENT AND COERCIVE PRACTICES

Tenderers should be aware that the Government of Eswatini has embarked on a 'procurement reform program' with the objective of achieving greater transparency, accountability and value for money in the use of public funds.

Tenderers participating in public procurement at all times are to abide by their obligations and are not to commit or abet corrupt, fraudulent, collusive or coercive practices.

Tenderers should be aware that a tenderer who engages in corrupt,

collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.

The Government of Eswatini has recently put in place an Anti-Corruption Commission to investigate specific instances of alleged corrupt, collusive, fraudulent or coercive procurement practices.

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution;

"Collusive" practice means a scheme or arrangement between two or more tenderers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.

### 4. CONFLICT OF INTEREST

Suppliers and Contractors are required to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Suppliers and Contractors, and any of their affiliates, shall be considered to have a conflict of interest



and shall not be recruited, under any of the circumstances set forth below:

A firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, non-consulting services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Suppliers and Contractors (including its Personnel and Sub-Consultants) that has a business or family (parents, spouse(s) and children including adopted children) relationship with a member of the Client's staff who is directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.

Suppliers and contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the supplier and contractor or the termination of its contract.

## **5. TENDER PREPARATION**

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language.

## **6. PRE-TENDER MEETING/SITE INSPECTION**

If so stated in the Tender Data Sheet, Tenderers shall be invited to a pre-tender meeting/site inspection which will be held at the time and at the location stated. Tenderers are encouraged to provide questions in writing before the event.

If a pre-tender meeting/site inspection is described as compulsory, tenderers will not be eligible to tender if they fail to attend.

## **7. VALIDITY**

Tenders shall be valid for the number of days specified in the Tender Data Sheet from the date for submission. Tenders with a shorter validity will be rejected.

## **8. DOCUMENTARY REQUIREMENTS**

Tenders shall be submitted on the forms provided in the Invitation to Tender document and in the number of copies stated in the Tender Data Sheet. Tenders must be typewritten or in black ink and signed in black ink by the contractor's authorized representative. Incomplete or unsigned Tenders may be rejected.

## **9. DOCUMENTS COMPRISING THE TENDERER'S OFFER**

The Tender must comprise the following:

- a) **Tender Form** duly completed and signed by the Tenderer (and any joint venture partners) **together with Priced Schedule/s**
- b) A signed **Declaration of Eligibility** in the form provided in this document.
- c) A **Tender Security or Bond** in the form contained in this document or a Bank guaranteed cheque for the value and validity indicated in the Tender Data Sheet. The Tender security may be forfeited if a Tenderer:



- withdraws its Tender during the period of Tender validity specified on the Tender Form, or;
- does not accept the correction of errors or;
- in the case of a successful Tenderer, if the Tenderer fails to sign the contract; or to furnish a performance guarantee if required.

d) A certified copy of a relevant current **Trading Licence**, or equivalent for foreign suppliers.

e) Certified copy of a current **Tax Compliance Certificate**, or equivalent for foreign suppliers and;

- Relevant current Trading Licence.
- Current Tax Compliance Certificate.
- Form J (for current Shareholders).
- Form C
- **Original** General Receipt for E 300 (three hundred). One General Receipt per tender document bought.
- ENPF Compliance Certificate
- Labour Compliance Certificate
- Certificate of Incorporation
- Police Clearance Certificate
- **Original VAT registration**
- **Tender Security**

f) The **Tenderers Delivery Schedule**,

g) Adequate **Certificates of Quality**, where required by the Tender Data Sheet or Statement of requirements.

h) Technical brochure of each proposed item where required by the Tender Data Sheet or Statement of requirements.

i) In cases where the offered equipment would normally be subject to **manufacturer's warranty** and the Tenderer is not the manufacturer of the equipment offered, suitable authority from the manufacturer must be provided in the format provided in this document.

j) Any other documents specified in the Tender Data Sheet.

**Failure to provide any of the required documents may result in rejection of the Tenderer's offer.**

## **10. PRICES**

The Tenderer will afford the Procuring Entity a "Most Favoured Client" status and prices and rates.

Tenderers shall indicate pricing and pricing breakdown as required. In the event of an error in the extension of prices, the unit prices shall prevail.

Prices shall be fixed for the duration of the contract and not subject to variation unless otherwise stated in the Tender Data Sheet.

Government of Eswatini Tenders for a period of **10 months** or less are considered to be 'fixed and firm prices'. Only in exceptional circumstances will the Government of Eswatini consider granting an increase to unit prices within 10 months of contract award.

Prices must be denominated in Emalangenis including any breakdown costs in the form contained in this Invitation to tender document.

The Tender Data Sheet shall permit pricing in a currency other than Emalangenis.

Prices must include all costs for the requirement including any incidental services and shall be inclusive of all applicable taxes.

The Government of Eswatini may undertake 'price verification' to confirm market prices and rates.



### **11. TENDERER'S REQUEST FOR CLARIFICATION**

A Tenderer requiring any clarification of the Invitation to Tender documents may notify the Procuring Entity in writing or electronic mail. The Procuring Entity will respond in writing to any request for clarification of the Invitation to Tender documents. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all tenderers that have received the tender documents.

### **12. SUBMISSION OF TENDERS**

Original, signed, sealed Tenders must be received at the location specified in the Tender Data Sheet on or before the specified date and time.

The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "Original" and "Copy" and quoting the Tender reference and the Tenderers Address. The envelopes shall then be sealed in an outer envelope. The outer envelope shall be addressed and marked according to the requirements of the Tender Data Sheet.

At this time, all tender responses are to be delivered as a 'hard copy' document. Electronic submissions will not be receipted.

### **13. LATE TENDERS**

Any Tender received by the Procuring Entity after the deadline for submission specified in the Tender Data Sheet will be rejected and returned unopened to the Tenderer.

### **14. MODIFICATIONS AND WITHDRAWAL OF TENDERS**

A Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the Procuring Entity prior to the deadline for its submission. A withdrawal notice may also be sent by fax or e-mail, but followed by a signed

confirmation copy. A Tenderer's representative shall initial Tender changes or modifications in black ink.

No Tender may be modified after the deadline for submission of Tenders.

No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of its validity.

### **15. TENDER OPENING**

The date, time and place for the opening of Tenders and proposals shall be as specified in the Tender Data Sheet. All Tenderers have the right to attend at their own expense.

The name of each Tenderer and the total amount of its Tender will be read aloud and the Tender Form and price schedules shall be signed by the Tender Opening Committee.

Minutes of the Tender Opening will be kept and copies provided to any interested party upon request.

### **16. PRELIMINARY EXAMINATION**

Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Invitation to Tender document without material deviations.

The Procuring Entity's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

The Procuring Entity will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed,

and whether the Tenders are generally in order.

The Procuring Entity shall reject any Tender when:

- The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;
- The Tenderer refuses to accept the correction of an arithmetical error;
- The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- The Tenderer has failed to comply with a request for clarification of Tenders.
- If a Tender Security has been requested and this does not accompany the Tender.

### **17. DETAILED EVALUATION**

Only Tenders that were found to be substantially responsive will be subjected to detailed examination.

The Procuring Entity shall appoint a committee of evaluators to examine and evaluate all Tenders.

In the evaluation of Tenders, the following criteria will be taken into account.

- Responsiveness to the required specifications.
- Price of goods or equipment.
- Any other Criteria specified in the Tender Data Sheet.

During evaluation of the Tenders, the Procuring Entity may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted. Tenderers who do not respond to requests for clarification will have their tenders rejected.

Any effort by a Tenderer to influence the Procuring Entity in its decisions on Tender evaluation, Tender comparison,

or contract award may result in the rejection of the Tenderer's Tender.

### **18. LOCAL PREFERENCE**

Eswatini companies will be given a preference in the evaluation of tenders by adding a 15% (fifteen percent) margin to the evaluated price of other tenderers who are not eligible for the preference during the financial evaluation of tenders. For purposes of this Clause, a Swazi company is one which is registered in Eswatini and majority owned by Eswatini citizens.

### **19. AWARD OF CONTRACT**

Prior to recommending an award of contract the Procuring Entity may decide to post qualify the lowest evaluated substantially responsive tenderer to verify the tenderer's documentation and facilities. A contract will not be awarded to any tenderer who fails to be post qualified.

The Procuring Entity will award the contract to the Tenderer having submitted the lowest evaluated, substantially responsive Tender who is recognized to have the capability to undertake and complete a contract.

Prior to the expiration of the Tender's validity, the Procuring Entity will notify the successful Tenderer in writing that its Tender has been accepted. The successful Tenderer will be expected to sign a contract and if required in the Tender Data sheet provide a Performance Guarantee within 14 (fourteen) days of the notification of award. The Performance Guarantee will be valid for the period of the contract including any warranty obligations. Where a Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of a Performance Guarantee. All unsuccessful tenderers securities will be returned at the same time.

### **20. REJECTION OF TENDERS**

The Procuring Entity reserves the right to accept or reject any tender, and to annul



the tendering process at any time prior to the award of a contract, without thereby incurring any liability to the affected Tenderer(s) or any obligation to provide information on the grounds for its action.

## **21. CHANGES OR REDUCTIONS AT AWARD**

The Procuring Entity reserves the right at the time of contract award to increase or decrease, by up to 15% (fifteen percent), the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

## **22. CONTRACT FORMATION**

Your response to the Invitation to Tender document is an offer to the Government.

A Tender becomes a binding contract only when officially accepted in writing by the Government. Payment for any procurement under this tender is dependent upon a Contract duly signed by both parties.

## **23. CONTRACT PERFORMANCE**

Contract performance of awarded tenders will be measured against:

- Delivery against agreed Specification;
- Delivery of tendered items against agreed delivery schedule; and
- Delivery of tendered items against agreed price.

Contract performance will be considered in future tenders.

**Contractors will be obligated to attend quarterly meetings on service delivery, facilitated by the administration, and reports/minutes prepared which will be signed by both the Caterer and the institution. See Annex 6.**

**TENDER DATA SHEET**

*This Data sheet should be read in conjunction with the foregoing Instructions to Tenderers*

<b>Section No.</b>	<b>Section description.</b>	<b>Additional or modifying data to the Instructions to Tenderers</b>
1.	<b>Eligibility</b>	<p>Tenderers must provide a signed 'Declaration of Eligibility' in the format as included in this Tender Document (Section 4). In case of a joint venture or consortium each member must sign a declaration.</p> <p>Tenderers must meet the eligibility criteria as stated in the Procurement Act of 2011 Section 40.</p> <ul style="list-style-type: none"> <li>• Supplier must be in the Catering industry</li> <li>• Supplier must have a proof of registration of the company.</li> <li>• Prior contracts must not be less than E1M per annum.</li> </ul>
1.	<b>Qualification criteria:</b>  -	<p>The Qualification Criteria shall be:</p> <ul style="list-style-type: none"> <li>• Employees of service provider should not have a criminal record.</li> <li>• Catering should be the core business of the supplier.</li> <li>• Should have a traceable record on catering service</li> <li>• Must not have a contract with/in any other branch in the Colleges.</li> </ul>
6.	<b>Pre-tenderer meeting/Site Inspection</b>	<p>Tenderers should conduct site inspections of the college cooking facilities (e.g. kitchen and food storage areas) and thereafter attend a compulsory meeting.</p> <p>During the site inspection, Tenderers or their representatives are required to fill and complete Annexure 1, which should be countersigned by the college Principal/ Vice Principal and Senior Matron.</p>



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

		<p><i>Venue: ESWATINI COLLEGE OF TECHNOLOGY-Dining Room SANDLA</i></p> <p><b>Date and time:</b> on the <b>23<sup>rd</sup> March, 2021 at 10 am.</b></p> <p><b>Tenderers are to note that site meeting and inspection are compulsory.</b></p>
7.	<b>Validity Period of the Tender</b>	The validity period of the Tender shall be 90 days from the date of submission.
8.	<b>Documentary Requirements</b>	The number of copies required is: <b>One</b> original and <b>two</b> copies neatly bound and enclosed in clearly labelled envelopes on the front page with "original" and "copies"
9.	<b>Documents comprising the Tenderers Offer</b>	<p>In addition to the documents stated in the "Instructions to Tenderers" the following are required and should be <b>attached in the following order</b>:</p> <ul style="list-style-type: none"> <li>a) A certified copy of the Relevant Trading Licence.</li> <li>b) Original current Tax Compliance Certificate.</li> <li>c) A certified copy of the Certificate of VAT registration.</li> <li>d) A certified copy of an official statement of the Directors, Alternate Directors, Managers and Auditors of the Company (Form J for current Shareholders).</li> <li>e) A certified copy of the an official statement of the annual summary of shares capital and shares (Form C)</li> <li>f) Original General Receipt for E300 (three hundred). One General Receipt per tender document bought.</li> <li>g) ENPF Compliance Certificate</li> <li>h) Labour Compliance Certificate</li> </ul>



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

		<ul style="list-style-type: none"><li>i) Signed Tender Form and Price Schedule/Summary of meal Costs.</li><li>j) Signed Declaration of Eligibility Form on Company letter heads.</li><li>k) The Tenderer shall furnish, as part of its Tender, a Tender Security of Emalangeni <b>25, 000 (twenty five thousand)</b>. One tender security per tender document.</li><li>l) Signed Certificate of Site Visit.</li><li>m) Information, Qualifications and Experience Form.</li><li>n) Attached CVs for the Catering Manager(s) and Dietician, including certified copies of academic and professional certificates.</li><li>o) Filled- in cost column for food specification</li><li>p) Police Clearance Certificate</li><li>q) Certificate of incorporation</li></ul> <p><b>FAILURE TO INCLUDE ALL THE ABOVE WILL LEAD TO DISQUALIFICATION IN THE PRELIMINARY EVALUATION.</b></p>
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## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

12.	<b>Tender Submission.</b>	<p>The Location for submission of Tenders is :</p> <p style="text-align: center;"><b>Treasury Building Mhlambanyatsi Road MBABANE</b></p> <p>Tenders must be deposited into the Treasury Tender Box. Tenderers are reminded that Tender Box Closing Time is as per the Clock in the Foyer of the Treasury Building adjacent to the Treasury Tender Box.</p> <p>The Date and time for submission of Tenders is: 9<sup>th</sup> April 2021 and time 0845</p> <p>The Outer envelope must be marked as follows:</p> <p style="text-align: center;"><b>“The Secretary, Eswatini Government Tender Board P.O. Box 38 MBABANE”</b></p> <p>Further the Envelope must be clearly marked with the following words: <b>“Tender No. 23B of 2021/22 Supply of CATERING SERVICES AT ESWATINI COLLEGE OF TECHNOLOGY” “Do not open before 9.00 Hours on 9<sup>th</sup> April 2021”</b></p>
15.	<b>Tender Opening</b>	<p>Tenders will be opened at Tender Board, Room 109 Treasury Building on 9<sup>th</sup> April, 2021</p>
17.	<b>Detailed Evaluation</b>	<p>The criteria stated in the instruction to tenderer will be used in the evaluation.</p> <p>The following evaluation criteria will apply:</p> <ul style="list-style-type: none"> <li>• Capacity, experience and past performance of the supply and delivery of items detailed in the specifications.</li> <li>• Availability of a dietician and provision of his/her C.V.</li> <li>• <b>Number of years in Catering business and details caterer's catering activities.</b></li> <li>• Demonstrated capacity of</li> </ul>





## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

		<p>tenderer to hold prices for the duration of the contract – provide financial statement</p> <ul style="list-style-type: none"> <li>• Detail of the contract or organizational structure and proposed approach to deliver this contract.</li> <li>• Price all four meals under one.</li> <li>• Any other Criteria specified in the Tender Data Sheet.</li> </ul> <p>Partial Offers will not be accepted.</p> <p>Only complete offers will be considered for evaluation.</p>
18	<b>Local Preference</b>	<p>Eswatini Companies will be given a preference in the evaluation of tenders by adding a 10 % margin to the evaluated price of other tenderers, who are not eligible for the preference during the financial evaluation of tenderers.</p> <p>For the purpose of this Clause, an Eswatini Company is one, which his registered in Eswatini and majority owned by Eswatini Citizens.</p>
18.	<b>Award of Contract</b>	<p>The Government's intension is to award at one framework contracts.</p> <p>Prior to the expiration of the Tender's validity, the Procuring Entity will notify the successful Tenderer(s) in writing that it Tender has been accepted.</p> <p>The Procuring Entity shall issue an award of contract confirming that the Tender has been awarded. Delivery shall be required in accordance with Government Orders issued. The successful Tenderer(s) will be expected to deliver against Government Orders issued by the Procuring Entities and provide a Performance Security within 14 (fourteen) days of the notification of award.</p> <p>If a Performance Security is requested, it shall be valid for the period of the contract.</p>



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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		<p>A Performance Guarantee is required to the value of 5% (five percent of contract price) in the form provided in the Special Conditions of the Contract and shall be valid for the period of the award including any warranty obligation.</p> <p><b>This tender is one of a series of tenders for catering services being issued at the present time. Tenderers should be aware that the will limit awards of contract to <u>not more than one</u> institution per tenderer.</b></p>
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**TENDER FORM**

Lot 1

Date.....2021

Tender No. 23B of 2021/22

To: **The Ministry of Education and Training**

**Government of Eswatini**

Having examined the Invitation to Tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of catering services at ESWATINI COLLEGE OF TECHNOLOGY** in conformity with the said "Invitation to Tender" documents at the rate in the Schedule of Prices attached herewith and made part of this Tender which are inclusive of all taxes.

.....  
.....  
We undertake, if our Tender is accepted, to deliver the goods against Government Orders issued following an award of Tender.

If our Tender is accepted, and if required in Special Conditions of Contract, we will obtain the guarantee of a reputable bank or an insurance company in a sum equivalent to ....., which is 5% (five percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Entity.

We agree to abide by this Tender for a period of 90 days from the date fixed for Tender submission, as stated in the Tender Data Sheet Section 15, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Formal Award is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Framework Contract between us. We acknowledge that following a formal Award, deliveries will be confirmed against the receipt of Government Orders issued against the Formal Award.

We accept that the Framework Contract shall be valid for 10 (ten) months after coming into force and that the prices in the Price Schedule are 'fixed and firm'.

We understand that you are not bound to accept the lowest or any tender you may receive.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

*[The Procuring Entity shall before issue of the "invitation to Tender" document adjust the Price Schedule below to fit each situation, so that it reflects whether or not there are more lots]*

Date: \_\_\_\_\_



TENDER FORM

Lot 2

Date.....2021

Tender No. 23B of 2021/22

To: **The Ministry of Education and Training**  
**Government of Eswatini**

Having examined the Invitation to Tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Special Catering at Eswatini College OF Technology** in conformity with the said "Invitation to Tender" documents at the rate in the Schedule of Prices attached herewith and made part of this Tender which are inclusive of all taxes.

.....  
.....

We undertake, if our Tender is accepted, to deliver the goods against Government Orders issued following an award of Tender.

If our Tender is accepted, and if required in Special Conditions of Contract, we will obtain the guarantee of a reputable bank or an insurance company in a sum equivalent to ....., which is 5% (five percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Entity.

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\_\_\_\_\_

\_\_\_\_\_

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

*[The Procuring Entity shall before issue of the "invitation to Tender" document adjust the Price Schedule below to fit each situation, so that it reflects whether or not there are more lots]*

Date: \_\_\_\_\_



**PRICE SCHEDULE**

Summary of Meal Costs and Extras  
Tender ref 23B of 2021/22

**SUPPLY OF CATERING SERVICES FOR ESWATINI COLLEGE OF TECHNOLOGY****Orientation**

The Service provider undertakes to provide one orientation for all catering staff for the efficient functioning of the catering service. This orientation is to be based on a needs assessment of the kitchen staff as perceived by the matrons together with the service provider. A report of the orientation should be written and submitted to the Senior Matron for submission to the institution's Administration.

**A Orientation of kitchen staff**

<b>Orientation</b>	<b>No. of Persons</b>	<b>Unit Cost</b>	<b>Total cost of orientation</b>
<b>Orientation</b>			

The Caterer undertakes to provide orientation for all catering staff for the efficient functioning of the catering service. Orientation is to be based on a needs assessment of kitchen staff as perceived by the Catering Officer together with the service provider.

**Summary of Meal Costs**

<b>Item</b>	<b>Meal</b>	<b>At the Rate of</b>
1.	Breakfast	
2.	Morning Tea	
3.	Lunch	
4.	Supper	

The above total cost represents our total Tender Price and includes all **costs for staff, transport within a radius of 10km, management, overheads, insurances, energy costs, produce, uniforms, cleaning materials**, services and any other costs stated in the specifications including all applicable taxes.

## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

### Lot 2

**Costing for Special Catering** requirements (Meetings, Culture Days, Workshops and Graduations) – not to be added to the Grand Total for tender amount. The cost for the special meals should be at market value. In the event the costs are not comparable with market value cost, the institution may consider a separate tender for these services.

ITEM	Morning Tea/ person for Meeting and workshops	High Tea/ person for special occasions	Lunch/ person for Meeting and workshops	Lunch/ person for special occasions	VIP Grad	VVIP Menu Lutsi	VVIP Buffet
	(E)	(E)	(E)	(E)	(E)	(E)	(E)
Meals							
Décor							
Cutlery & crochery							
<b>Total</b>							

Signed for the Tenderer:

Date:

## TECHNICAL SPECIFICATIONS



**Lot 1**

**ESWATINI COLLEGE OF TECHNOLOGY** offers training to students' enrolled at the institution.

The students are offered breakfast, morning tea, lunch and supper at both normal working days, over the weekends, and short term and study breaks, however during long breaks no meals are served.

The requirements for the number of meals will vary from day to day.

*The supplier will be provided with a written order (a call – off order based on a Government order) for the number of full-time meals and singles meals requested at 7 (seven) days in advance of the delivery.*

The procuring entity will ensure provision of water, electricity and pots but the winning Tenderer will pay 5 % to Government towards of utility bills.

The requirements for the different meals divided on weekdays are to be found below.

## **SPECIFICATIONS**

ITEM DESCRIPTION		Quantity
Lot 1	Breakfast	1
	Morning tea	1
	Lunch	1
	Supper	1
	Carried to Tender form	

### **A. SERVICE SPECIFICATIONS**



**1. DEFINITIONS**

- a) "Caterer" shall mean Service Provider
- b) "Employer" shall mean the party who will be signatory to the Contract.
- c) "Institution" shall mean the Institution stated in the Tender, which falls under the control of the Ministry of Education and Training as set out in the Agreement.
- d) "Management Staff" shall mean any catering staff provided by the Caterer
- e) "Catering Staff" shall mean any staff provided by the Caterer.
- f) "Allocated Staff means the Catering staff presently employed by the Institution for catering and related services.
- g) "Senior Matron" is the person employed by the government to monitor the quality and quantity of meals, snacks and refreshments under the contract and to certify as correct, each monthly invoice as well as other monitoring responsibilities.
- h) "Food Specifications" shall mean the Schedule of food types, quantities and quality to be supplied by meal and menu cycle (Attachment 2 to Contract).
- i) "Ministry" shall mean the Ministry of Education and Training under the control of which the Institution falls, and which placed the catering services, required in terms hereof, the Tender.
- j) "Food Invoice" shall mean the standard invoice format, which will be used as set out in Attachment 4 to the Contract.
- k) "Catering"

**2. DURATION CONTRACT**

2.1 The Contract shall endure for a period of 10 months

**3. UTILITY SERVICES (ELECTRICITY AND WATER)**

3.1 It was the wish of the institution to install separate meters for utilities (water and electricity) for easy payment starting with water meters followed by Electricity meter, but this has proven to be very difficult to pursue.

**4. TAKE-OVER OF FOODSTUFFS AND CLEANING MATERIALS (where applicable)**

4.1 The Service provider undertakes to inspect and draw up an inventory with the assistance of the senior matron of all stock on hand and all perishable and non-perishable commodities and cleaning materials before signing of the Contract.

4.2 The items in paragraph 4.1 and their respective purchase prices shall be recorded on a Food Inventory Schedule, a copy of which shall be attached to the contract as attachment 7 to the contract before the final Contract is signed.

4.3 The Contractor's first month's invoice should reflect items referred to in 4.1 for necessary crediting.

4.4 In the determination of the last month's payment when the Contract expires the value of the stock shall be taken over by the Institution at cost, including Sales Tax paid by the Contractor, and shall be added to such payment.



**5. PURCHASE AND SUPPLY OF FOODSTUFFS**

5.1 The amount claimed monthly from the Ministry, in respect of meals, shall not exceed the amount tendered as per the Tender form and Price Schedule.

**6. CLEANING MATERIALS, UNIFORMS AND STATIONERY**

6.1 Purchase and acquire and ensure the safe storage at his/her risk of all suitable cleaning materials, insecticides, stationery, all consumable items such as packaging materials, bin liners, paper serviettes, brooms, squeezers, etc. necessary for the proper fulfilment of his/her catering and management functions;

6.2 Eradicate all pests in food stock stores, kitchens and dining rooms at least after every two months.

**7. HYGIENE AND CLEANLINESS**

7.1 The Caterer shall keep all catering and dining areas including all windows, wall and floors, catering equipment, fixtures, fittings and kitchen drains and all utensils used in preparing and serving meals to the dining rooms in a clean, hygienic and tidy condition to the satisfaction of the Senior Matron. The Service Provider shall demonstrate that they are familiar with the Food Hygiene Regulations 1973 and any subsequent amendments.

7.2 With the introduction of the Occupational Safety and Health Act, 2001, all places of employment particularly food businesses must operate a food safety system based on the principles of Health Analysis Critical Control Point (HACCP) to ensure that their food is safe for the consumer.

7.3 The Caterer undertakes to ensure that all catering staff and allocated staff are at all times, clean healthy and neatly dressed, free of infectious diseases.

7.4 Medical certificates for allocated staff to be arranged through the institution Management and for Caterer's own staff to be arranged for privately by the Service provider at his own expense conducted by Government physician. Subsequent medical certificates for successful Tenderer's own staff and allocated staff to be furnished as determined by institution Management and shall be renewable every three months.

7.5 The Caterer shall train his/her staff in the minimum standard of personal and operational hygiene and the training should be on-going.

7.6 The Caterer shall provide four sets of distinguishable uniforms with company logo to the catering staff in conjunction with the list/specifications from the institution catering committee.

**8. FIRE AND SAFETY IN THE WORK PLACE**

8.1 The Caterer is to ensure that all fire extinguishers provided are functional and the staff is trained in the application of all fire safety and work place safety procedures, and shall ensure that all staff under his control know how to handle fire hazards and are made fully aware of where fire extinguishers are situated. These skills must be regularly tested as mutually agreed with the institution Management.

**9. KITCHEN FACILITIES**

9.1 The Caterer shall accept the existing catering facilities at the Institution in the condition that they are in, from the onset of the project. Thereafter, the institution shall be responsible for maintenance.

9.2 The Caterer shall have full access to all kitchen, food stock stores, dining and catering areas and the supervision thereof to render catering services in terms of these conditions. In this regard the Service provider shall have custody and control of all keys that allow access to the kitchen food stock stores, catering and dining areas and keys to the lockable furniture, equipment, fixtures and fittings. However, access will be limited to those areas and any surrounding buildings and facilities necessary for the rendering of the catering services.

9.3 The Caterer shall not have access to the areas and surrounding buildings not required for the catering service. However, arrangements for the institutions to use the dining hall for special functions should be entertained.

9.4 The Caterer shall not use (or allow to be used) the designated catering localities or premises for any purpose other than for catering services in terms of these conditions nor will he be allowed to prepare food or serve food on a premise other than the designated premises.

9.5 The Caterer shall use (or be allowed to use) all furniture, fixtures, equipment, electricity, empty gas cylinders, water and other material and supplies only for purposes for which they are provided, that is for the members of the institution concerned or other authorized persons.

9.6 The Caterer shall not remove any property of the Institution from the premises or locality where it is kept by the Institution and shall ensure that these are used in a proper manner.

## **10. STAFF ALLOCATIONS**

<b>Catering company Staff</b>	
<b>Catering Manager</b>	<b>1</b>
<b>Assistant Catering Manger</b>	<b>1</b>
<b>Dietician</b>	<b>1</b>

## **11. TRAINING**

11.1 The Service provider undertakes to provide on-the-job training for all catering staff on an on-going basis for the efficient functioning of the catering service. Trainings to be based on a needs assessment of the kitchen staff as perceived by the matrons together with the service provider. **One (1)** training is to be conducted within the duration of the contract and a report of the training written and submitted to the Senior Matron for submission to the Nutritionist.

## **12. RIOT, UNREST AND/OR CLASS BOYCOTT**

12.1 In the event of the occurrence of riot, unrest and/or class boycott in the institution and it is not caused by the Service Provider's fault or negligence, the provider shall continue rendering catering services to the institution. The Service Provider shall perform his obligations under the contract until he is duly instructed, in writing, by the institution that the catering services should be suspended until further notice.

12.2 In the event the riot, unrest and /or class boycott emanates from the poor performance or negligence of the Service Provider, the Ministry shall not compensate the service provider for damages incurred during this period.

**13. ESCALATION**

13.1 Prices shall be fixed and firm for the duration of the Contract

**14. MONITORING AND CONTROL**

14.1 The Senior Matron shall at all times have access to the facilities and goods utilized by the Service Provide for the purpose of:

- Determining whether these conditions are being adhered to;
- Establishing whether the premises, furniture, fixtures, equipment and fuel are being used in accordance with these conditions
- Inventory control for furniture, fixtures equipment and utensils etc. and
- Any other reasonable purpose related to these conditions or the wider interest of the Ministry as contemplated by the Contract.

14.2 The Service provider shall ensure that food service staff handles the equipment according to directions for use, and use fuel electricity, etc. economically. From time to time spot checks will be carried out by the senior matron to monitor the standard and quantity of the food provided

14.3. The Senior matron shall be entitled to instruct the Service provider to rectify any breach of the specification forthwith, failure of which the provisions of paragraph 7.5 may be imposed.

14.4 Regular health inspections will be carried out as laid down above by Senior Inspector Nutrition/Health Officers/ Consumer Science Inspectors.

14.5 For the promotion of efficient liaison between the parties, it is imperative that the Service Provide, after awarding of contract, has an established office situated in the kitchen premises.

.....

[Authorised Signature]

.....

[Date]

.....

[Name of Signatory]

.....

[Seal/Stamp of Financial Institution]

.....

(Position of Signatory)

**NB: SIGNING MEANS COMMITMENT TO COMPLY WITH THE SPECIFICATION**

**ANTICIPATED SCHEDULE OF REQUIREMENTS**

**REQUEST FOR TENDER FOR THE SUPPLY OF CATERING SERVICE**



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

Number of Lots: 2

The tender will be evaluated on a total lot basis. Partial Offers will not be accepted.

The requirement for 10 months contract is expected to be around ..... full-set meals in total. This expectation is not binding for the Government.

The supplier is requested to state the price per meal, due to the possibility of ordering single meals, but the tenders will be evaluated based on the total lot price (the total price for all four meals).

Item No.	Supply and delivery of:	Quantity	Required delivery period:	Required delivery address
1.	Breakfast	1	Over a 10 (ten) month period, whenever training courses take place	ESWATINI COLLEGE OF TECHNOLOGY, Dining Hall, SANDLA, MBABANE
2.	Morning Tea	1	Ditto	ESWATINI COLLEGE OF TECHNOLOGY, DINING HALL, SANDLA, MBABANE
3.	Lunch	1	Ditto	ESWATINI COLLEGE OF TECHNOLOGY, DINING HALL, SANDLA, MBABANE
4.	Supper	1	Ditto	ESWATINI COLLEGE OF TECHNOLOGY, DINING HALL, SANDLA, MBABANE

Note:

1. *Anticipated quantities represent the estimates quantities to be ordered and delivered over a period of 10 (ten) months by issue of Government Orders. The estimate is not binding for Government.*
2. *The required response period represents the period of delivery from issue of a Government Order.*

The food specification for each meal divided on the seven week days are stated below.

### Lot 1



## B. FOOD SPECIFICATIONS

### MONDAY

*The tenderer is requested to write the cost of the items in the last column*

MEAL	ITEM	GRAMMAGE RAW	COST
BREAKFAST	Sour Porridge/Thin porridge	100g	
	Fresh bread - white/brown	4 slices	
	Tea (five roses/ rooibos/ ricoffy)	10g	
	Margarine	20g	
	Cheese	1 slice	
	Sugar	30g	
	Milk	125ml	
MID-MORNING TEA	Fresh bread - white/brown	4slices	
	Tea – (ricoffy /five roses / rooibos)	10g	
	or Juice	300ml	
	Sugar	20g	
	Jam	20g	
	Milk	30ml	
LUNCH	Roasted Chicken	200g	
	Boiled Rice	100g	
	Gravy(mixed with minestrone soup)	80ml	
	Vegetable Salad	150g*	
	Fresh Fruit	1	
	Juice (not jelly-like)	300ml	
SUPPER	Beef stew	175g	
	Thick Porridge	150g	
	Cooked vegetable	150g*	
	Fresh bread – white/brown	4 slices	
	Tea - (ricoffy/rooibos/ five roses)	10g	
	Sugar	20g	
	Milk	30ml	
	Tea	10g	

150g\* of any vegetable as purchased

### TUESDAY

## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

MEAL	ITEM	GRAMMAGE RAW	COST
BREAKFAST	Jungle Oats/sour porridge	100g	
	Fresh bread - white/brown	4 slices	
	Tea – (ricoffy/ rooibos / five roses)	10g	
	Scrambled egg	1	
	Margarine	20g	
	Sugar	30g	
	Milk	125ml	
MID-MORNING TEA	Swazi buns	Two (2)	
	Tea – (ricoffy/rooibos/five roses )or	10g	
	Juice	300 ml	
	Sugar	20g	
	Milk	30ml	
LUNCH	Fried Fish	150g	
	Boiled Rice	100g	
	Gravy (mixed with minestrone soup)	80ml	
	Vegetable Salad	150g*	
	Juice (not jelly-like)	300ml	
SUPPER	Chicken Stew	200g	
	Rice	100g	
	Vegetable	150g*	
	Fresh bread – white/brown	4 slices	
	Tea - (ricoffy/rooibos/ five roses)	10g	
	Sugar	20g	
	Milk	30ml	

150g\* of any vegetable as purchased

### WEDNESDAY

29





## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

MEAL	ITEM	GRAMMAGE RAW	COST
BREAKFAST	Sour Porridge/Thin porridge	100g	
	Fresh bread - white/brown	4 slices	
	Tea - (five roses/ rooibos/ ricoffy)	10g	
	Margarine	20g	
	Vienna	1	
	Sugar	30g	
	Milk	125ml	
MID-MORNING TEA	Fresh bread - white/brown	4 slices	
	Tea - ( ricoffy/five roses /rooibos)	10g	
	or Juice	300 ml	
	Sugar	20g	
	Jam	20g	
	Milk	30ml	
LUNCH	Grilled Steak	200g	
	Thick Porridge	150g	
	Gravy (mixed with minestrone soup)	80 ml	
	Vegetable Salad	150g*	
	Fresh Fruit	1	
	Juice (not jelly-like)	300ml	
SUPPER	Emasi	300ml	
	Uphuthu porridge	200g	
	Fresh bread – white/brown	4 slices	
	Tea – (ricoffy/rooibos/ five roses)	10g	
	Russian	1	
	Sugar	20g	
	Milk	30ml	

150g\* of any vegetable as purchased



**THURSDAY**

MEAL	ITEM	GRAMMAGE RAW	COST
BREAKFAST	Cornflakes/ sour porridge	100g	
	Fresh bread - white/brown	4 slices	
	Tea –(ricoffy/rooibos /five roses)	10g	
	Margarine	20g	
	Cheese	1 slice	
	Sugar	30g	
	Milk	330ml	
MID-MORNING TEA	Fresh bread - white/brown	4 slices	
	Tea - (ricoffy/five roses /rooibos)	10g	
	or Juice	300ml	
	Peanut Butter	20g	
	Sugar	20g	
	Milk	30ml	
LUNCH	Roasted /Fried Chicken	200g	
	Boiled Rice	100g	
	Gravy (mixed with minestrone soup)	80ml	
	Vegetable Salad	150g*	
	Juice (not jelly-like)	3000ml	
SUPPER	Grilled Boerwors (fresh)	150g	
	Thick Porridge	150g	
	Gravy (mixed with minestrone soup)	80ml	
	Vegetables (cooked)	150g*	
	Fresh bread - white/ brown	4 slices	
	Tea – (ricoffy/rooibos/ five roses)	10g	
	Sugar	20g	
	Milk	30ml	

150g\* of any vegetable as purchased



**FRIDAY**

MEAL	ITEM	GRAMMAGE RAW	COST
BREAKFAST	Sour Porridge/Thin porridge	100g	
	Fresh bread - white/brown	4 slices	
	Tea (five roses/ rooibos/ ricoffy)	10g	
	Boiled egg	1	
	Margarine	20g	
	Sugar	30g	
	Milk	125ml	
MID-MORNING TEA	Swazi buns	Two (2)	
	Tea - ( ricoffy/five roses /rooibos)	10g	
	or Juice	300 ml	
	Sugar	20g	
	Milk	30ml	
LUNCH	Fried Fish	150g	
	Boiled Rice	100g	
	Gravy (mixed with minestrone soup)	80ml	
	Vegetable salad	150g*	
	Fresh Fruit	1	
	Juice (not jelly like)	300ml	
SUPPER	Chicken Stew	200g	
	Boiled Rice	100g	
	Cooked Vegetable	150g*	
	Fresh bread - white/ brown	4 slices	
	Tea – (ricoffy/rooibos/ five roses)	10g	
	Sugar	20g	
	Milk	30ml	

150g of any vegetable as purchased

**SATURDAY**

<b>MEAL</b>	<b>ITEM</b>	<b>GRAMMAGE RAW</b>	<b>COST</b>
BREAKFAST	Jungle Oats/sour porridge	100g	
	Fresh Bread white/brown	4 slices	
	Tea – (ricoffy/rooibos/five roses)	10g	
	Margarine	20g	
	Russian	1	
	Sugar	30g	
	Milk	125ml	
MID-MORNING TEA	Fresh bread - white/brown	4 slices	
	Tea – (ricoffy/five roses /rooibos)	10g	
	or Juice	300 ml	
	Sugar	20g	
	Jam	20g	
	Milk	30ml	
LUNCH	Grilled Steak	200g	
	Thick porridge	150g	
	Gravy (mixed with minestrone soup)	80ml	
	Vegetable salad	150g*	
	Juice (not jelly-like)	300ml	
SUPPER	Chicken stew	200g	
	Boiled Rice	100g	
	Vegetable Salad	150g*	
	Fresh bread - white/ brown	4 slices	
	Tea – (ricoffy/rooibos/ five roses)	10g	
	Sugar	20g	
	Milk	30ml	

150g\* of any vegetable as purchased



**SUNDAY**

MEAL	ITEM	GRAMMAGE RAW	COST
BREAKFAST	Cornflakes/sour porridge	100g	
	Fresh bread - white/brown	4 slices	
	Tea – (ricoffy/ rooibos / five roses)	10g	
	Margarine	20g	
	Vienna	1	
	Sugar	30g	
	Milk	330ml	
MID-MORNING TEA	Fresh bread - white/brown	4 slices	
	Tea - ( ricoffy/five roses /rooibos) or Juice	10g 300 ml	
	Peanut Butter	20g	
	Sugar	20g	
	Milk	30ml	
LUNCH	Roasted Chicken / Pork Chops	200g	
	Gravy (mixed with minestrone soup)	80ml	
	Savoury Rice	100g	
	Two Vegetable Salads	150g*	
	Dessert – Ice cream with fruit	100ml	
	cocktail		
	Juice (not jelly like)	300ml	
SUPPER	Mincemeat stew	150g	
	Boiled Rice	100g	
	Cooked Vegetable	150g*	
	Fresh bread - white/ brown	4 slices	
	Tea – (ricoffy/ rooibos / five roses)	10g	
	Sugar	20g	
	Milk	30ml	

150g\* of any vegetables as purchased

## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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.....  
[Authorised Signature]

.....  
[Date]

.....  
[Name of Signatory]

.....  
[Seal/Stamp of Financial Institution]

.....  
(Position of Signatory)

**NB: SIGNING MEANS COMMITMENT TO COMPLY WITH THE SPECIFICATION**

**Lot 2**



**SPECIFICATION**

MORNING TEA	COST
Assorted Sandwich	
Drumstick/fish	
Fruit	
tea/coffee/Juice/Water	

GRADUATION MENU- Lutsi	COST
<b>LUTSI MENU-VVIPs</b>	
Hake Conjoins	
BBQ Chicken Drumies	
Cocktail Samosas	
Potato Wedges	
BBQ Spare Ribs	
Vegetable Spring Rolls	
Garnished with Parsley and Tomato Wedges	
Fruits	

<b>DRINKS</b>
Soft Drink
100% Liquid Fruit/Mineral Water/Tea

GRADUATION BUFFET MENU VIPs	COST
<b>PROTEIN</b>	
Grilled Hake Fillets	
Beef Stew/Boiled	
Village Chicken	
<b>STARCHES</b>	
Savoury Rice	
Pap	
<b>SALADS</b>	
Cinnamon Roasted Butternut	
Greek Salad	
<b>DESSERTS</b>	
Cake Homemade with Ice Cream	
Fresh Fruit Display	

<b>DRINKS</b>
Assorted Soft Drink/100% Liquid Fruit Juice/Bottled Water



**GRADUATION BUFFET MENU VVIPs      COST**

**PROTEIN**

Grilled Hake Fillets  
Roasted Chicken with Basting Sauce  
Beef Stew/Boiled  
Village Chicken

**STARCHES**

Savoury Rice  
Pap  
Umqushu

**SALADS**

Spinach/umbhidvo  
Cinnamon Roasted Butternut  
Greek Salad

**DESSERTS**

Cake Homemade with Ice Cream  
Fruit salad  
Fresh Fruit Display

**DRINKS**

Assorted Soft Drink/100% Liquid Fruit Juice/Bottled Water

**GRADUATION MENU**  
**GRADUANDS AND PARENTS MENU/LUNCH FOR SPECIAL OCCASIONS      COST**

**PACKED LUNCH**

**PROTEIN**

Beef Stew  
Roasted Chicken

**STARCHES**

Savoury Rice  
Potato wedges

**SALADS**

Greek salad  
Butternut Mesh

**DESSERTS**

Fresh Fruits

**DRINKS**

Assorted Soft Drinks (330mls)



**GRADUATION MENU**

**STUDENTS**

**COST**

Rice  
Umqushu  
Roasted Chicken  
Beef Stew  
Coleslaw  
Butternut/Beetroot

Fruit/Ice Cream  
Drink

**CULTURE DAY MENU VIPs**

**COST**

*Main Course from the serving dishes (buffet)*

**INYAMA/PROTEIN**

Inkhukhu yesintfu/Layers  
Inyama yenkhomo lebilisiwe

**LUTSI/YEKOSA**

Sibindzi  
Inhlitiyo  
Inso

**STARCHES**

Emasi lavutjiwe/Brown and White  
Sidvudvu selijoti  
Umqushu  
Liphalishi

**SALADS/VEGGIES**

Umbhidvo wetintsanga/Spinach  
Ligusha  
Incheke yelitsanga/Butternut  
Emaselwa/bhatata

**KWEKWEHLISA**

Emahewu  
Emanti

**SNACKS**

Umbhonyo wemantongomane/Tindlubu  
Lifutfo/Tinkhobe

**FRUIT CORNER**

Tincozi  
Emantulwa

**SAMPLES/DISPLAY**

Inshubaba  
Sinkhwa sembila  
Emathapha  
sinjangabomu



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**INVITATION TO TENDER REFERENCE: 23B OF 2021/2022**

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- |    | <b>HIGH TEA</b>   | <b>COST</b> |
|----|---|-------------|
| 1. | Samoosas<br>Assorted sandwiches<br>Drumsticks<br>Russians<br>Meatballs<br><br>ASSORTED DRINKS<br>Tea/Coffee/drink | <b>OR</b>   |
| 2. | Samoosas<br>Sausage rolls<br>Fish Fingers<br>Fried Fish<br>Drumsticks<br><br>ASSORTED DRINKS<br>Tea/Coffee/drink  | <b>OR</b>   |
| 3. | Chicken Pies<br>Samoosas<br>Sausage Rolls<br>Hake Fillet<br>Drumsticks<br><br>ASSORTED DRINKS<br>Tea/Coffee/drink |             |

- |   | <b>COST</b> |
|---|-------------|
| <b>CULTURE DAY STUDENTS MENU</b><br><br><b>PROTEIN</b><br>Boiled beef<br>Boiled Chicken<br><br><b>STARCH</b><br>Umqushu<br>Bhatata<br>Sibhuluja sembila/Half<br><br><b>SALAD</b><br>Umbhidvo/Spinach<br>Incheke/Butternut<br><br><b>DESSERT</b><br>Lijoti |             |

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**DÉCOR- GRADUATION****COST**

**Marquee**

Front long side draping and swags in theme colours  
Decorating top table  
White chair covers  
Front uprights fresh flowers  
Stage carpet & setting

**Dining hall**

Front upright fresh and swags  
Back draping in white  
Round table clothes  
Table runners  
Table under plates  
Chair covers  
Chair tie-belts  
Napkins and holders  
Table centre pieces  
Round tables

**Other dinning place**

Draping  
Round tables

**Transport (return)**

**DÉCOR- CULTURE DAY**

**COST**

**Marquee**

Front long side draping and swags in theme colours

**Dining Hall**

Rectangular table clothes  
Table runners  
Table under plates

**Transport**

**CUTLERY CROKERY FOR GRADUATION**

**COST**



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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1. Tongs
2. Chaffing dishes
3. Dishing spoons
4. Trestle table clothes
5. Dinner plates
6. Fork, knife & spoon
7. Hi-ball glasses
8. Addition of serving points
9. Forno pack, plastic spoons and Serviettes- disposable ( *for graduands and parents*)

### **CUTLERY& CROKERY FOR MEETINGS& WORKSHOPS** **COST**

1. Fork, Spoons &Knife
2. Diner plate
3. Side plates
4. Dishing Spoons & serving dishes

### **CUTLERY& CROKERY FOR CULTURE DAY** **COST**

Tindziwo, imigcwembe, tingcwembe  
Cups, spoons, desert bowls  
Dinner plates

.....  
[Authorised Signature]

.....  
[Date]

.....  
[Name of Signatory]

.....  
[Seal/Stamp of Financial Institution]

.....  
(Position of Signatory)

**NB: SIGNING MEANS COMMITMENT TO COMPLY WITH THE SPECIFICATION**



**FORM FOR TENDER BOND OR GUARANTEE**

**WHEREAS** Messrs ..... [Name of Tenderer]

Of.....[Address of Tenderer]

Hereinafter referred to as the "Tenderer" has on the .....2021 submitted his Tender for the Supply of catering services at ESWATINI COLLEGE OF TECHNOLOGY.

**AND WHEREAS** the said Tenderer has undertaken to abide by his Tender so submitted for a period of 90 days calendar days of the date of submission hereinabove stated, or such other period as may mutually be agreed between the Government of Eswatini, (GoS) represented by the Director of Central Stores of the Government of Eswatini and the Tenderer and notified to us by the Government of Eswatini.

**NOW**

**WE,** .....[Name and Address of Financial Institution registered in the Kingdom of Eswatini] hereby guarantee and undertake to pay to the account of the Government of Eswatini on first demand in writing and without reference to the Tenderer the sum of Emalangeni [E.....].

**PROVIDED THAT**

- a) This Tender Bond remains valid, and
- b) The Government of Eswatini declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a contract agreement with the Government of Eswatini for the Supply of catering services at ESWATINI COLLEGE OF TECHNOLOGY.

This Tender Bond shall remain valid in the first instance until..... **[day and date].[Calculated as the validity time plus 10 days from the date of submission of the said Tender]**, and will be extended upon written application by the Government of Eswatini at least one (1) working day in advance of the last date of validity.

.....

[Authorised Signature]

.....

[Name of Signatory]

.....

(Position of Signatory)

.....

[Date]

.....

[Seal/Stamp of Financial Institution]



## **TENDER ANNEXES**

<b>Annex 1</b>	<b>Certificate of Site Visit and Superficial Examination</b>
<b>Annex 2</b>	<b>Details of Qualifications and Experience</b>
<b>Annex 3</b>	<b>Details of any partnership/close cooperation</b>
<b>Annex 4</b>	<b>Details of Organizational Structure</b>
<b>Annex 5</b>	<b>Declaration of Eligibility</b>
<b>Annex 6</b>	<b>Tender Specification Compliance Template for Meetings</b>



**ANNEXE 1 - CERTIFICATE OF SITE VISIT**

**CERTIFICATE OF SITE VISIT AND SUPERFICIAL EXAMINATION OF  
ESWATINI COLLEGE OF TECHNOLOGY CATERING FACILITIES**

(Paragraph 1.1 of instructions to Tenderers)

*The Tenderer must, at his own expense and his responsibility, visit and examine the catering premises and facilities, or cause this to be done on his behalf by a competent and responsible person, and he must obtain for himself all the information that may be necessary for compiling his Tender. Arrangements have been made for an inspection visit to the institution. All Tenderers or their representatives are requested to attend and complete Annexure 1, which should be countersigned by a representative of the Employer.*

**We/I the undersigned do hereby certify that I am/are fully conversant with all aspect of the INSTITUTION'S CATERING FACILITIES, EQUIPMENT AND ACCESSORIES.**

We have visited the Institution and confirm that we are acquainted with the conditions and that we accept the catering facilities in the condition that they are.

Dated This.....Day of .....2021.

Signature:.....

Only Authorised To Sign Tenders For And On Behalf Of.....

Tenderer:.....

Signature:.....

Date:.....

Signature of Senior Matron .....

Name .....

Date .....

Signature of College Principal/Vice.....

Name .....

Date .....

College Stamp:





## ANNEXE 2 - QUALIFICATIONS AND EXPERIENCE

### QUALIFICATIONS AND EXPERIENCE (Paragraph 3 of the Instruction to Tenderers)

*Tenderers must submit detailed information of their experience in the catering trade and must furthermore submit acceptable proof of their ability to supply high quality meals and submit a list of present catering Contracts together with their Tender Documents*

1. Details of the extent of the Caterer's catering activities and business, the details should include; establishment premises, staff complement, their employment terms and capacity to hold prices for the duration of the contract. Provide bank statements for proof of ability to continuously supply groceries, bread, meat, dairy products, fruits and vegetables - subject to verification.  
.....  
.....
2. Provide supporting documents as proof of the number of years that the Caterer has been in the catering business, specifically in undertaking assignments of providing catering services of similar nature and size in any institutions/organization, **which will be verified**.  
.....
3. **A list of existing catering contracts** (of a similar size and complexity to this assignment). Provide proof of offer with contracts, **subject to verification**.  
.....  
.....
4. Name of Catering Manager(s) who shall have overall responsibility for delivering the catering service at the institution. **Attach CVs and certified copies of academic and professional certificates**.  
.....
5. The Tenderer must have the dietetic services of a fully qualified dietician on the full time payroll or must undertake to acquire the services of such a qualified person on a consultancy basis or otherwise to the satisfaction of the Employer of the company or organization. **Attach CVs and certified copies of academic and professional certificates**. The dietician shall be expected to make **monthly visits** to the institution.  
.....

Signed:.....  
(For The TENDERER)

Date:.....

## ANNEXE 3 - PARTNERSHIP DETAILS

Partnership/Close Corporation



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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(Paragraph 3 of the Instructions to Tenderers)

*In case of Partnership or Close Corporation an affidavit reflecting the names and addresses of Partners or members and in the case of a Company, such information regarding the Directors must be submitted with the Tender Documents*

The Tenderer comprises of following partners/members/directors:

1. NAME.....  
ADDRESS.....  
I.D. NUMBER.....
2. NAME.....  
ADDRESS.....  
I.D. NUMBER.....
3. NAME.....  
ADDRESS.....  
I.D. NUMBER.....
4. NAME.....  
ADDRESS.....  
I.D. NUMBER.....
5. NAME.....  
ADDRESS.....  
I.D. NUMBER.....

### ANNEXE 4 - ORGANIZATIONAL STRUCTURE

#### ORGANIZATIONAL STRUCTURE

(Paragraph 3 of the Instructions to Tenderers)



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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*Submit along with the Tender documents a functional organization structure for managing this Contract. A Clear indication shall be given of the Caterer's envisaged organizational principles, procedures and functions for the effective management and operation of this Contract*

1. Details of the contractor's proposed approach to deliver this contract, including **principles and procedures to be applied in the management of the services and working with allocated staff:**

.....  
.....

2. On a separate sheet, provide CVs of key staff who will deliver this contract (include CV's):

3. Give details of how the contractor will hold prices for the duration of this contract:

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

Signed:.....  
(For The TENDERER)

Date:.....

### ANNEXE 5

## DECLARATION OF ELIGIBILITY



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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All Tenderers must meet the following criteria, to be eligible to participate in public procurement

**Tenderers must provide a signed declaration on their company letterhead in the following format. If the tender is being presented by a joint venture or consortium all members must sign the declaration**

Dear Sirs

Re Tender Reference .....

In accordance with the eligibility requirements of the tender documents we hereby declare that:-

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) That we do not have a **conflict of interest** (1) in relation to the procurement requirement.

Signed .....

Date .....

Note: (1) **Conflict of interest** is defined in Section 4 of the Instructions to Tenderers.

### CONTRACT FORM

THIS AGREEMENT made the day of between **[The Ministry of Education and Training]** of the Kingdom of Eswatini (hereinafter called "the Procuring Entity") of the one part and **[.....]** (hereinafter called "the Supplier") of the other part:

**WHEREAS** the Procuring Entity invited Tenders for certain goods and ancillary services, viz., **[Supply of Catering Services]** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **[contract price in words and figures]** (hereinafter called "**the Contract Price**").



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and Summary of Meal Costs submitted by the Tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

- (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) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Services" means all of the services and staff which the Service Provider is required to supply to the Employer under the Contract.
- (d) "GCC" mean the General Conditions of Contract contained in this section.
- (e) "The Employer" means the Government of Eswatini.
- (f) "The Service Provider" means the firm staff and services provided under this contract.
- (g) "The Site", where applicable, means the place or places named in the Special Conditions of Contract for provision of the services.
- (h) "Day" means calendar day.
- (i) "Default" means failure to comply and deliver services as contained in this document.

### **2. APPLICATION**

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

### **3. STANDARDS**

3.1 The Goods supplied under this Contract shall conform to the standards and norms mentioned in the Technical Specifications.

### **4. DOCUMENTS COMPRISING THE CONTRACT**

The following documents shall be to form and be read and construed as part of this agreement:-

- The Employers Notification of Award
- The Special Conditions of Contract
- The General Conditions of Contract
- The Tender Form and Summary of Meal Costs submitted by the Tenderer
- The Service Conditions
- Any other documents so attached

### **5. SIGNING OF CONTRACT**

The successful Tenderer shall sign a formal Contract within 14 days (fourteen) days after the acceptance of the Tender.



## **6. PERFORMANCE SECURITY**

6.1 Unless otherwise stated in the Special Conditions of Contract, the successful Tenderer shall within 14 (fourteen) days after acceptance of his Tender furnish the Employer with a guarantee by an approved Eswatini Registered Bank or Eswatini Royal Insurance Corporation or an indemnity company for 5% (five percent) of the Contract price for the duration of the Contract in the form provided in this tender document.

6.1 If the Service Provider fails to comply with the above, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights available to it, and the Employer shall be entitled to recover any damage suffered as a result of such failure and the necessity to accept a higher Tender for the catering services.

6.2 The performance security will be discharged by the Employer and returned to the successful tenderer not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, unless specified otherwise in the Special Conditions of Contract.

## **7. EFFECTIVENESS OF CONTRACT**

7.1 The Contract shall be deemed to come into operation 5 (five) working days after the date of signing of the Contract and receipt of the Performance guarantee or bond unless otherwise specified in the Special Conditions of contract.

## **8. DURATION OF CONTRACT**

8.1 The Contract duration which is stated in the Special Conditions of Contract shall begin immediately following contract effectiveness and shall continue for the period stated in the Special Conditions of Contract.

## **9.1 SITE OF DELIVERY**

The place or site of delivery shall be as stated in the Special Conditions of Contract.

## **10. AMENDMENT OF CONTRACT**

10.1 Any amendments, omissions or waivers from or additions to the Contract, shall be effected in writing by mutual agreement, signed by both parties.

## **11. APPLICABLE LAW**

11.1 The law governing this contract shall be the Laws of Eswatini.

## **12. LICENCE AND PERMITS**

12.1 The Service Provider must ensure that, as sole proprietor or as an authorized Director of a company, are in possession of valid Trading Licence(s) and Work Permit(s) as required by any Statute, Rule or Ordinance.

## **13. SOURCE OF RAW MATERIAL**

13.1 All raw materials, supplies etc. for this Contract shall be obtained within Eswatini unless supplies are not available. The Employer reserves the right to examine purchase documents to verify sourcing and these must be made available to the Employer upon demand.



## **14. PRICES**

14.1 Prices charged by the Service Provider for Services performed under the Contract shall not vary from the prices quoted by the successful Tenderer in its tender and shall include all costs required in the Specification.

## **15. PAYMENT**

15.1 The Service Provider's request(s) for payment shall be made to the Employer in writing, monthly accompanied by an invoice describing, as appropriate, the Services performed, and supported by the specified schedule, and any other documents specified in the Special Conditions of Contract. Specimens of which are attached as part of this document as attachments 3 and 4.

15.2 Payments shall be made promptly by the Employer on satisfactory provision of the documents mentioned above after submission of an eligible invoice or claim by the Service Provider. A period of 14 (fourteen) days is normally allowable to deal with any queries that may arise. The Government does not accept responsibility for delays in payment caused by submission of faulty accounts.

## **16. CHANGE ORDERS**

16.1 The Employer may at any time, by a written order given to the Service Provider make changes within the general scope of the Contract or the Services provided by the Service Provider.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or Service Requirements, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Employer's change order.

## **17. CONTRACT AMENDMENTS**

17.1 Subject to the above clause, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **18. ASSIGNMENT**

18.1 The Service Provider may not assign, in whole or in part, its obligations to perform under this Contract, except with the Employer's prior written consent.

## **19. SUBCONTRACTS**

19.1 The Service Provider may not enter into any subcontract for performance hereunder unless the Employer shall have previously consented in writing to such subcontract. Such consent shall not, however, unless otherwise specified in such consent or in the Contract, relieve the Service Provider from any liability or obligation under the Contract.

## **20. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE**

20.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the Service Conditions prescribed by the Employer in the Contract.



## **21. TERMINATION FOR FORCE MAJEURE**

21.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the party shall give the other notice and if possible, particulars in writing of such occurrence, if the party is rendered unable, wholly or in part to perform its obligations or meet its responsibilities under the agreement. The parties shall consult on the appropriate action to be taken which may include suspension of the catering services or termination of this agreement. In the event of Termination the conditions of clauses 23.2 to 23.7 inclusive shall apply.

## **22 PRIOR NOTICE**

22.1 The Employer shall be entitled to give one month notice before the end of the contract for the purposes of compiling the necessary inventory of all stock.

## **23. TERMINATION FOR DEFAULT**

23.1 Should either party commit a breach of provisions of this Contract and fail to remedy that breach within 20 (twenty) days after the receipt of a written notice calling upon it to do so, the party that is not in default shall be entitled to cancel this Contract on written notice sent to the other party at the other's address appearing in the contract without prejudice to any other right which the non-defaulting party may have as a result of such breach.

23.2 The Service Providers right to occupy any part of the premises or use any equipment of the Institution shall cease on termination of this Agreement for any reason.

23.3 The Service Provider shall on termination of the Contract vacate the premises and hand over to the institution all the items in the Inventory Schedule in the same condition in which they received them, fair wear and tear accepted.

23.4 The Ministry shall be entitled to determine the value of any missing items and to deduct the amount of such value or reduced value from any amount due by the Ministry to the Service Provider.

23.5 The parties shall draw up an inventory of all stock and equipment on hand indicating the prices paid therefore and both shall sign the same as Attachment 6 to the Contract.

23.6 The Employer shall be entitled to set off the total amount of such stock against any amount due to the Service Provider by the Employer and shall pay any balance due, if any, to the Service Provider within 30 (thirty) days after the parties signed such inventory.

**23.7 In the event the Employer terminates the Contract pursuant to GCC Clause mentioned in 23.1, the Employer shall seek for such services from an existing catering company with the capacity to provide catering services in more than one institution and already contracted with the Ministry of Education and Training.**

## **24. FORCE MAJEURE**

24.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in

its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

Notwithstanding the provisions of GCC Clauses 20 and 23, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **25. TERMINATION FOR INSOLVENCY**

25.1 The Employer may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer. In the event of Termination the conditions of clauses 23.2 to 23.7 inclusive shall apply.

## **26. TERMINATION FOR CONVENIENCE**

26.1 The Employer, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. In the event of Termination the conditions of clauses 23.2 to 23.7 inclusive shall apply.

## **27. RESOLUTION OF DISPUTES**

27.1 The Employer and the Service Provider shall make every effort to resolve amicably by direct negotiation any disagreement, dispute, or claim arising out of or in connection with the Contract or the breach, termination, or validity thereof.

27.2 If, after thirty (30) days from the commencement of such negotiations, the Employer and the Service Provider have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration in accordance with the UNCITRAL Arbitration Rules presently in force.

27.3 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

## **28. GOVERNING LANGUAGE**

28.1 The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **29. NOTICES**

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the Special Conditions of Contract. Each party may change such address by notice to the other party.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **31. TAXES AND DUTIES**

31.1 The Service Provider shall unless expressly instructed otherwise in writing in these documents, be responsible for and shall pay all Customs and excise charges, tariffs, taxes, sales tax and any other tax duly and legally demandable and imposed by any Statute, rule or Ordinance as may become applicable during the course of the Contract.



## **SPECIAL CONDITIONS OF FRAMEWORK CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract (CGG) is indicated in first colon (as indicated in parentheses). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

<b>GCC Clause No</b>	<b>GCC Subject</b>	<b>Special Condition</b>
1.1	<b>Additional Definitions</b>	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meaning hereby assigned to them:</p> <p>(a) "Framework Contract" means a contract arrangement for an estimated quantity or minimum value of Supplies at fixed rates, where actual quantities are purchased by means of Government Orders and payment is made for the actual quantities delivered.</p> <p>(b) "Government Order" means an order issued by the Procuring Entity for the purchase of specified quantities of the Supplies under a framework contract.</p> <p>(c) "Response Time" means the period for delivery of Supplies, calculated from the date of a Government Order.</p> <p>(d) "Procuring Entity" means Ministry of Education and Training"</p> <p>(e) "GCC" means General Conditions of Contract,</p>
1.1 (a)	<b>Name and address of the Procuring Entity and Supplier</b>	<p>[To be completed after award]</p> <p>Procuring Entity:  Client:  Address:  Phone:  Contact Person:  Address:  Phone:</p> <p>Supplier:  Address:  Phone:  Contact Person:</p>
<b>Performance Security</b>		

6.1		The amount of performance security shall be 5% (five Percent) of the Framework Contract Price
7.1	<b>Inspection</b>	The Senior Matron shall on behalf of the College Principal keep account of and monitor the meals, snacks, refreshments and drinks actually served on each occasion to the students of the institution in terms of the contract
9	<b>Delivery shall be completed by</b>	Food services provided by the Service Provider must end with actual delivery of meals to students/clients. The Service Provider shall separately identify the cost of any service extension beyond the kitchen e.g. catering for workshops, Graduations, Culture Day Ceremonies and any other special activities.
10	<b>Payment</b>	The Service Provider's request (s) for payment shall be made to the employer in writing monthly accompanied by an Invoice describing, as appropriate, the Services performed and supported by a certificate from the Senior Matron that has been endorsed by the College Principal bearing the Date Stamp for the college. Payment shall be made promptly by the Employer, but in no case later than forty five days after submission of an invoice or claim by the Supplier.
11	<b>Employer's address</b>	The Principal Secretary Ministry of Education and Training P.O. Box 39 Mbabane Eswatini
	<b>Supplier, name and address</b>	

## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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12	<b>Prices</b>	Prices charged by the Service Provider for Services performed under the Contract shall not vary from the prices quoted by the successful Tenderer in its tender and shall include all costs required in the Specification
13	Delivery of raw materials	Delivery of raw materials shall be in a manner acceptable to the health standards relevant for the goods. Inappropriate delivery of raw materials will result to failure in the performance of the contract
<b>Duration of Contract:</b> 10 Calendar months w.e.f . 1 <sup>st</sup> April 2021 to 30 <sup>th</sup> June 2022		

### PERFORMANCE SECURITY FORM



## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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To: Government of Eswatini  
P. O. Box 48, Mbabane.  
Central Stores  
Treasury Building  
Mbabane  
Eswatini.

WHEREAS..... (hereinafter

Called "the Supplier) has undertaken, in pursuance of Contract No .....[reference number of the contract] date **1<sup>st</sup> April 2021** to supply [catering services **ESWATINI COLLEGE OF TECHNOLOGY** HEREINAFTER CALLED "THE Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable Financial Institution for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor up to a total of.....(amount of the guarantee in words and figures),and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .....(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2021

Signature and seal of the Guarantors

.....

(name of the bank or financial institution)

.....

(address)

.....

(date)



## **ATTACHMENTS TO THE CONTRACT**

Attachment 1	Letter of Acceptance
Attachment 2	Food Specifications
Attachment 3	Certificate of Meals Delivered
Attachment 4	Monthly Invoice Format
Attachment 5	List of Existing Contracts
Attachment 6	Inventory Schedule for Equipment and Utensils
Attachment 7	Food and Cleaning Materials Inventory Schedule
Attachment 8	List of Allocated Staff

## **LETTER OF ACCEPTANCE FORMAT**





## INVITATION TO TENDER REFERENCE: 23B OF 2021/2022

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Ref Tender No. 23B of 2021/22 Catering Services for ESWATINI COLLEGE OF TECHNOLOGY.

Date

To:  
*[Name and address (of successful tenderer)]*

Dear Sirs

We are pleased to advise you that following evaluation of all tenders received in response to the above referenced Tender, the Tender Board herewith accepts your tender for **the Provision of Catering Services for ESWATINI COLLEGE OF TECHNOLOGY** at a value of Emalangeni.....

..... *[State amount as offered or corrected for any inaccuracies found during evaluation].*

In accordance with the terms and conditions of the above referenced tender as stated in the Instructions to Tenderers, you are expected to sign a contract and provide a Performance Guarantee within 14 (fourteen) days of the notification of award.

The Contract shall be deemed to come into operation **5 (five) working days after the date of signing of the Contract and receipt of the Performance guarantee or bond** unless otherwise specified in the Special Conditions of contract.

Signed:

Date:

### ATTACHMENT 3 CERTIFICATE OF MEALS DELIVERED

**Certificate of Meals Delivered No.....**





**ATTACHMENT 4**  
**MONTHLY INVOICE FORMAT**

	<b>DATE</b>
Institution	Invoice No.
Budgetary No.	Month
	Trading days

**MEALS**

<b>MEAL</b>	<b>NUMBER OF MEALS PROVIDED</b>	<b>TENDER PRICE PER MEAL</b>	<b>INVOICE</b>
Breakfast			
Morning Tea			
Lunch			
Dinner			
SUB-TOTAL			



**ATTACHMENT 5****LIST OF EXISTING CONTRACTS**

NAME OF SUPPLIER	CONTRACT NO.	COMMODITY	PRICE	BINDING UNTIL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				



**ATTACHMENT 6**  
**INVENTORY SCHEDULE FOR EQUIPMENT AND UTENSILS**

KITCHEN:	ITEM	NUMBER
(i)	Utensils	
	.....	
	.....	
	.....	
	.....	
	.....	

(ii)	Equipment	
	.....	
	.....	
	.....	
	.....	
	.....	

DINING ROOM:	ITEM	NUMBER
(i)	Crockery:	
	.....	
	.....	
	.....	
	.....	
	.....	

(iii)	Furniture:	
	.....	
	.....	
	.....	
	.....	
	.....	



**ATTACHMENT 7**  
**FOOD AND CLEANING MATERIALS INVENTORY SCHEDULE**

**A. FOOD MATERIAL:**

ITEM	QUANTITY	PRICE	TOTAL

**B. CLEANING MATERIALS**

ITEM	QUANTITY	PRICE	TOTAL



## ATTACHMENT 8

### LIST OF ALLOCATED STAFF

## LIST OF ALLOCATED STAFF

(Paragraph 3 of the Instructions to Tenderers)

[illegible]