



ESWATINI ELECTRICITY COMPANY

REQUEST FOR PROPOSAL

RFP 013 of 2024/2024

CLEANING AND JANITORIAL SERVICES

CLOSING DATE – 24 OCTOBER 2024 @ 11h00

PRE-BID MEETING –8 OCTOBER 2024 @ 10h00

VENUE: EEC HEAD-OFFICE

<i>CONFIDENTIALITY</i>

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1.0 INVITATION TO TENDER

RFP 013 of 2024/25 CLEANING AND JANITORIAL SERVICES

Tenders are hereby invited from local (**Eswatini**) registered, and reputable service providers to provide the cleaning and janitorial services to all EEC sites. The RFP is downloaded at www.sppra.co.sz or www.eec.co.sz.

- i) The Closing date for submission of tenders is **24 October 2024, at 11h00**. Faxed, e-mailed and late tenders will not be accepted.
- ii) All enquiries relating to this tender may be addressed to Mr. Bongani Chauke bongani.chauke@eec.co.sz not later than 7 days prior to the submission deadline. Completed tenders should be delivered in a sealed envelope and deposited to the tender box at the EEC Head Office Reception clearly marked: “**RFP 013 of 2024/2025 Cleaning and Janitorial Services**”.
- iii) The Tender submitted by each Bidder shall be one package, containing Technical Proposal and the Financial proposal, the Bidders shall provide **1 original and 2 copies**.

Payments for the tender fee should be made to any of the **EEC BANK ACCOUNTS** listed in the table below or any of the **EEC REVENUE OFFICES**. Documents should be submitted with proof of payment of **E1,000.00** tender fee. The payment **REFERENCE** should be **RFP 013 of 2024/2025**.

Name	Bank	Account Number	Branch Code	Branch
Eswatini Electricity Company	Standard bank	9110003236261	663164	Swazi Plaza
Eswatini Electricity Company	Nedbank	020000286843	360164	Mbabane
Eswatini Electricity Company	First National Bank	62154679735	280164	Mbabane

NB: All banks are in Eswatini.

Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer.

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2. DEFINITIONS

- | | |
|----------------------------|---|
| a) EEC | Eswatini Electricity Company |
| b) TENDERERS | Vendors submitting proposals. |
| c) LOCAL CURRENCY | Lilangeni (SZL). |
| d) SERVICES | The work to be performed by the Service provider pursuant to this Contract |
| e) PARTY | Company or the Service provider, as the case may be, and “Parties” means both of them |
| f) PROCURING ENTITY | Eswatini Electricity Company |
| g) BUSINESS DAY | Any day of the week other than Saturdays, Sundays, or public holidays in Eswatini |

3.0 BACKGROUND

3.1 Eswatini Electricity Company (EEC)

The Eswatini Electricity Company is a power utility whose mandate is to generate, transmit and distribute and supply electricity in the Kingdom of Eswatini. The company generates about thirty percent (30%) of the local power requirements and imports the rest from South Africa, the Republic of Mozambique as well as sources from the Southern African Power Pool (SAPP) markets. The Company currently employs about seven hundred (700) employees, all deployed in across the twenty-one (21) points of representation in the country.

4.0 PURPOSE OF THE TENDER

The purpose of this proposal is to provide clean, safe, and properly maintained organization premises.

5.0 OBJECTIVE OF THE TENDER

The main objective of this project is to acquire the services of a good service provider to keep all EEC sites clean and safe to work in at all times.

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6.0 SCOPE OF TENDER

- ✓ Deep Cleaning, Grounds Maintenance and Janitorial Services at all EEC sites.

6.1 LIST OF SITES

No	Location	Physical address
1	Malkerns Revenue & Regional Offices	-26.530119°, 31.188723°
2	Siteki Revenue & Regional Offices	-26.426555°, 31.942113°
3	Matsapha Revenue & Regional Offices	-26.491396°, 31.302939°
4	Nhlangano Revenue & Regional Offices	-27.110853°, 31.195957°
5	Mbabane – Corporate Place Revenue & Regional Offices	-26.326879°, 31.141395°
6	Manzini – Khanyisa House Revenue & Regional Offices	-26.497469°, 31.379452°
7	Piggs Peak Revenue & Regional Offices	-25.965623°, 31.244804°
8	Matata Revenue & Regional Offices	-26.870386°, 31.921071°
9	Big Bend Depot	-26.790519°, 31.935072°
10	Hluthi Depot	-27.204484°, 31.552473°
11	Madlangempisi Depot	-26.101512°, 31.564999°
12	Malkerns Depot	-26.555656°, 31.179888°
13	Manzini Depot	-26.501190°, 31.371129°
14	Matsapha Depot	-26.505105°, 31.301157°
15	Matsapha CSO	-26.498743°, 31.309946°
16	Mhlume Depot	-26.047835°, 31.815128°
17	Nhlangano Depot	-27.109454°, 31.187566°
18	Siteki Depot	-26.426555°, 31.942113°
19	Sithobela Depot	-26.884903°, 31.585954°
20	Stonehenge Depot	-26.335384°, 31.134469°
21	Elangeni Depot	-26.432805°, 31.219580°
22	Piggs Peak Depot	-25.965418°, 31.244704°
23	Mankayane Depot	-26.678912°, 31.051463°
24	Edwaleni I Power Stations	-26.589924°, 31.323242°
25	Edwaleni II Power Stations	-26.570534°, 31.306106°
26	Maguduza Power Stations	-26.615120°, 31.353314°

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No	Location	Physical address
27	Ezulwini Power Stations	-26.429658°, 31.182353°
28	Maguga Power Stations	-26.078299°, 31.261571°
29	Head Office	-26.334360°, 31.132707°

6.2 CLEANING MATERIAL AND EQUIPMENT

- a) The Service Provider shall provide and make available at all times and in good working order such equipment as shall permit the Service Provider to adequately and efficiently perform the contractual duties specified in this agreement.
- b) The Service Provider shall at the commencement of this agreement, submit for the Customer's approval the list of equipment to be operated by it in rendering the services.
- c) The equipment shall comply with industry standards, not unless provided otherwise by the Customer.
- d) All equipment shall be kept in good repair, appearance, and in a sanitary, clean condition at all times.
- e) The Service Provider will specify the grounds maintenance equipment, cleaning and cleaning material, chemicals to be supplied as part of rendering the service, which shall include but not limited to; -
 - i) Consumables
 - Cleaning items including window cleaners / chemical and self-shine polish
 - Toilet paper and deodorant blocks / air freshener
 - ii) Equipment, Tools, and Materials
 - Advanced scrubbing / machines
 - Vacuum cleaners
 - iii) Auxiliary Equipment
 - Extravac spray extraction machine – dry shampooing
 - Scrubbing machine – or equal
 - Lawn mower / grass cutter
 - iv) General Cleaning equipment to be replenished / replaced as needed
 - Brooms, brushes, dusting materials,
 - Mops and mops buckets
 - Rubbish bags (plastic)

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- Gardening tools and/or any other tools requires for ground maintenance

6.3 Detailed Scope of Works for Depots

SCOPE OF WORK	FREQUENCY		
	All Depots	All Revenue & Regional Offices	Head Office
1. FLOORING			
General cleaning of all tiled areas	Daily	Daily	Daily
Washing floors	Daily	Daily	Daily
Vacuuming all carpeted areas	Daily	Daily	Daily
Deep cleaning and shampooing of carpeted floors	4 x per Month	4 x per Month	4 x per Month
Removal of Carpet stains	Daily	Daily	Daily
Scrubbing and washing down concrete floors, stairs, and ramps	Weekly	Weekly	Weekly
Sweeping of Concrete floors, stairs, and ramps	Daily	Daily	Daily
2. TOILETS			
Emptying and cleaning all waste bins	Daily	Daily	Daily
Mopping and disinfecting floors	Daily	Daily	Daily
Cleaning and polishing mirrors		Daily	Daily
Sweeping floors and tracking marks	Daily	2x a day	2x a day
Cleaning/polishing metal finishes, accessories, and fitting	Daily	2x a week	2x a week
Emptying and cleaning all waste bins	Daily	Daily	Daily
3. GLASS AND METAL			
Removal of marks on doors and frames	Weekly	Weekly	Weekly
Cleaning and polishing of metal	Weekly	Weekly	Weekly
Cleaning of windows	Monthly	Monthly	Monthly
Cleaning of exterior windows	Monthly	Monthly	Monthly
4. REFUSE REMOVAL			
Emptying and cleaning all waste bins	Daily	Daily	Daily
Removal of all refuse in and around building	Daily	Daily	Daily

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SCOPE OF WORK	FREQUENCY		
	All Depots	All Revenue & Regional Offices	Head Office
5. DUSTING AND SWEEPING			
Dusting of all horizontal surfaces	Daily	Daily	Daily
Dusting of all vertical blinds	Daily	Daily	Daily
Dusting of all fire extinguisher equipment	Weekly	Weekly	Weekly
Dusting of letter boxes / pigeonholes	Weekly	Weekly	Weekly

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6.4 Scope of Works for Power Stations

a)

EDWALENI POWER STATION	
DEPARTMENT	FREQUENCY
1. CIVIL	
2 x office with windows	Daily
1 x Storeroom	Daily
Switch room	2 x a Month
Strong room for HR and Conference Room	N/A
Grass cutting around power station	As needed
2. MECHANICAL DEPARTMENT	
Welding department with windows	Daily
3. SAFETY OFFICE	
Windows and floor area	Daily
4. DIESEL OFFICE	
Windows and floor area	Daily
2 x showers and toilets	Daily
5. DIESEL STATION	
Floors	Daily
Windows and inside of roof	Monthly
Diesel storeroom	2 x a week
6. ELECTRIC WORKSHOP	
3 X Offices	Daily

b)

7. HYDRO HOUSE	
Floors	Daily
Windows and inside roof	Monthly
2 x toilets and shower with windows	Daily
8. CONTROL ROOM	

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Carpet hovering, windows	Daily
Kitchen with windows	Daily
9. ADMINISTRATION	
3 X offices, 2 with carpets	Daily
Windows, walls, roofs	Monthly
Bookshelves	3 x a week
Clearing of bushes around staff compounds not inside residences, grass cutting. Lots of vacant houses which needs grass cutting	As needed

c)

EDWALENI II	
DEPARTMENT	FREQUENCY
Back office	Once a Week
Toilets and shower with windows	Once a week

d)

MAGUDUZA POWER STATION	
DEPARTMENT	FREQUENCY
Powerhouse	2 x a week
Windows	Weekly
Yard bush clearing and grass cutting	As needed
Carpets	Daily

e)

EZULWINI POWER STATION	
DEPARTMENT	FREQUENCY
2 x toilets and showers	Daily
2 x offices with windows	Daily
Kitchen	Daily

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EZULWINI POWER STATION	
DEPARTMENT	FREQUENCY
Grass cutting inside compound. - Transformer compound - Surroundings near the road and not inside residents	As needed

f)

MAGUGA POWER STATION	
DEPARTMENT	FREQUENCY
Control Room – carpets and windows	Once a week during the time when EEC Staff is available or when the need arises.
Kitchen and windows	
2x offices with windows	
1st aid room with windows	
2x toilets and showers	
2x storerooms	
Elevator and steps	
Machine hall	
Diesel room	
Battery room	
Oil room	

NB: This power station is auto driven, and staff only comes once a week or when the need arises.

6.5 Grounds Maintenance

The above terms and/or phrases are herein used interchangeably and shall mean brush cutting of grass to specified height in and around EEC compounds (including residential), watering flower gardens, pruning and trimming of trees where they are causing destruction or nuisance and filling up depressions.

The Service Provider shall provide as part of its service the ground maintenance service to the Service Provider's sites listed in 6.1 above. This service shall include but is not limited to: -

- a) To keep gardens maintained and free from weeds, paper, and other dirt.

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- b) Cut grass inside and outside (at least 2m away from the main fence).
- c) Water flowers and grass if necessary; And
- d) Plant flowers were recommended by EEC.

7.0 EVALUATION CRITERIA

The evaluation will be a Quality and Cost-Based Selection Model as follows:

Stage 1 Preliminary Evaluation

A preliminary evaluation will be undertaken to determine compliance on whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (Yes or No) will be used when evaluating the submission of eligibility documents. A bidder who fails to submit the documents as required may be disqualified from further evaluation.

Stage 2 Technical Evaluation

Technical Criteria	Description	Maximum Points %
Methodology	Overall project implementation plan to be adopted and its key elements to be undertaken leading to desired deliverables.	20
References for equivalent size and type of services	Provide detailed history of similar projects in terms of size and value that you have completed, with documented performance records. Please provide specific detail on number of late days, budget overrun etc. Please also provide references for each of those projects.	10
	A summary of how to carry out staff supervision and reporting and measuring performance of employees on all sites	10
Risk assessment	A summary of risk associated with the services and the mitigation measures to apply	5
Transition	A summary of your contract transition plan from the current contract or service provider.	10
	Describe how the staff induction for the site will be undertaken and provide a copy of the staff induction program/plan.	5

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	Relevant experience of supervisory team	6
Company structure	Proposed Reporting Structure for the services and deployment per site	5
Capacity to deliver	Provide evidence of working equipment and quantities to be used to be used to deliver the services	5
	Current capacity of company Current Workloads – Competing projects - expected finish date and managing any overlaps in terms of resource – Contracts in the pipeline but not yet awarded - Projects in negotiation and anticipated date of decision; and – Size and scale of other projects looking to be awarded in terms of percentage of t	10
Quality Management Systems	Provide details on Quality Management Systems you currently have in place and would plan on using throughout the project lifecycle	5
Health and safety training	Provide details of any health and safety training that staff have to undertake, when this is undertaken and how often it will be undertaken during the lifetime of the project.	5
Total Score for Technical Proposal		100
Minimum Acceptable Score for Technical Proposal		70

Stage 3 Financial Evaluation

The financial evaluation of the bids will follow the following process:

- Service providers are required to submit their monthly financial proposals according to the attached financial proposals template.
- The evaluation team will review the financial bids and determine the evaluation price for each proposal.
- The lowest-priced proposal shall be given a financial score of 100 and the other proposals shall be given a financial score that is inversely proportional to the lowest evaluated price.

Technical proposals must be submitted separately from the financial proposals, each wrapped in a separately sealed envelope and clearly marked ‘technical proposal’ and ‘financial proposal,’ respectively.

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Stage 4 Final Evaluation

The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the supplier with the highest score shall be recommended for award.

The weights to be used for the evaluation are as follows:

- Technical – 70%
- Financial – 30%

8.0 ELIGIBILITY OF TENDERS

This tender is only open to Eswatini suitably qualified and registered companies. The EEC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:

- “Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- “Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of EEC and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive EEC of the benefits of free and open competition. EEC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being block-listed from procurement at EEC
- Tenderers and their officers, employees, agents, and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the EEC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- Any collusion amongst Tenderers or between Tenderers and EEC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the EEC employee. The tender, or contract if it has been concluded already, will be declared invalid if EEC determines that the Tenderer, or any person acting on his behalf, has offered, promised, or given a bribe, gift or other inducements to an officer or employee of EEC with the intention of influencing the award of the contract

The Tenderer should provide satisfactory evidence acceptable to EEC to show that:

- It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task.

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

Tenderers are advised to provide all relevant information as required.

9.0 CONTRACT AWARD

- A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award. EEC reserves the right to award more than one service provider.
- An intention to award notice shall be issued through the Eswatini Public Procurement Regulatory Agency (ESPPRA) guidelines. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.
- All Tenderers are required to provide contact email addresses through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).
- Successful tenderers will be required to sign the Service Level Agreement (SLA) / Contract.
- It is EEC's sole discretion to award or not to award any of the tenderers nor will EEC be bound to give reasons for not awarding any or all tenderers.

10.0 SUBMISSION AND VALIDITY OF TENDERS

- Submission of Tenders

Completed tenders should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked as follows; **RFP 013 of 2024/2025 Cleaning and Janitorial Services.**

The Closing date for submission of the tenders is **24 October 2024 @ 11h00** at the EEC Head Office, Mhlambanyatsi Road, Mbabane. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

- The tender shall remain valid and open for acceptance by EEC for not less than ninety (90) days after the submission of tenders. A tender that purports to be valid for a shorter period shall be rejected as being non-responsive.
- At any time prior to the deadline for submission of Applications, the EEC may amend the request for proposals by issuing Addenda. Any Addendum issued will be communicated through the advertising platform for this tender. To give prospective Applicants reasonable time to take an Addendum into account in preparing their proposals, the EEC may, at its discretion, extend the deadline for the submission of Applications.
- All enquiries relating to this tender may be addressed to bongani.chauke@eec.co.sz not later than 7 days prior to the submission deadline.

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11.0 INSTRUCTIONS TO TENDERERS

A. Definitions

Abbreviations shall bear the meaning ascribed to them as follows:

"**Bidder**" means a supplier, who has been invited by the EEC to submit a proposal and who submits a proposal, which proposal may or may not be successful in being awarded this contract.

"**EEC**" means the **Eswatini Electricity Company**.

"**Request for Proposal**" or "**RFP**" means this solicitation of a formal technical proposal, including a qualifications statement.

"**Employer**" or "**Client**" shall be used interchangeably to refer to the **EEC**, the Project sponsor.

Unless the context clearly indicates a contrary intention, any words importing or connoting any gender include all genders; The singular includes the plural and vice versa; Natural persons include artificial persons and vice versa.

B. Examination of Documents

Bidders shall address all items as specified in this RFP. Failure to adhere to this format may disqualify a Bidder from further consideration. Submission of a proposal shall constitute evidence that the Bidder has made all the above-mentioned examinations and investigations and is free of any uncertainty with respect to this RFP.

C. Tender Briefing / Site Visit

There will be a pre-tender briefing 8 October 2024 @ 10h00 at EEC Head-office. Site layouts are accessible on the this link: [EEC SITES.zip](#)

D. Cost of Tendering

The Bidder shall bear all costs associated with the preparation and submission of its proposal, and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

E. Applicable Law

The tendering process has been organized pursuant to the laws of the Kingdom of Eswatini. Service providers are solely responsible for satisfying themselves with respect to all the requirements of the laws of the Kingdom of Eswatini that are applicable. Service providers shall ensure that they comply fully with the laws of the Kingdom of Eswatini at all times during the tendering process and during the execution of the assignment.

F. Eligibility

Tenderers must provide the following Eligibility documents in the datasheet. All the documents must be submitted in the listed order.

G. Taxes

Tenderers shall be solely responsible for all duties, levies, and taxes that are payable in the Kingdom of Eswatini and shall prepare their Tenders accordingly. Tenderers should fully acquaint themselves with the tax requirements of the Kingdom of Eswatini including but not limited to VAT, income tax, employee tax, corporate tax, and withholding tax requirements. Tenderers shall be responsible for taking account of the impact of double taxation agreements that may exist between Kingdom of Eswatini and their countries of registration. The income Tax Order of Eswatini stipulates that a 15% Withholding Tax is deducted from payments made

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to foreign companies for executing a contract awarded in Eswatini. The EEC shall deduct this Tax from every payment made and present a withholding Tax Certificate to the Service provider to make a claim in his country of origin, if eligible.

H. Currency

The proposed cost this tender must be stated in Eswatini Emalangeni.

I. Language

All documents submitted must be in English. All questions and/or requests for clarification made by the Service provider in relation to the Tender Process must be in English.

J. Confidentiality

All information received from the EEC as part of the Tender Process will be treated on a confidential basis by the Service provider. Such will include technical documents as well as drawings. Furthermore, the Client will preserve the confidentiality of any business proprietary or confidential information submitted by the Bidder, which is clearly designated as such by the Bidder, to the extent permitted by the laws of the host country.

K. Right to Cancel Tender

Notwithstanding any provision in the RFP, the EEC, in its sole and absolute discretion, reserves the right not to award the contract to any Service provider and/or to cancel the Tender at any stage. The EEC shall not be liable for any costs incurred by any Service provider as a result of the cancellation of the Tender.

L. Economy of Proposals

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Bidder's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

M. Bidder's Certification

The Bidder shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Bidder to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Employer or any employee thereof.

N. Proposal Submission Requirements

The **Cover Letter** in the proposal must be addressed to The Procurement Manager as follows:

The Procurement Manager
Eswatini Electricity Company
P.O. Box 258, Mbabane, H100, Eswatini

Physical Address:

Eswatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane, Eswatini
Telephone: +268 2409 4165
Facsimile: +268 2404 1470

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Proposals must be submitted to the above address no later than 11h00, on 24th October 2024. Proposals may be sent by courier, or hand delivered, but the Bidder shall be responsible for the actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Client will promptly notify any Bidder if its proposal was received late.

To ensure that all Bidders receive the same information, answers to questions asked by any one of the Bidders shall be provided to all Bidders without disclosing the identity of the Bidder who posed the question.

O. Proposals Packaging

The Proposal submitted by each Bidder shall be separated into two separate packages, one package containing the Technical Proposal and the other containing the Financial Proposal. For the Technical Proposal, the Bidders shall provide an original and two (2) copies which shall be marked "Original", "Copy 1" and "Copy 2" and collectively wrapped, sealed, and labelled "**RFP 013 of 2024/2025 Cleaning and Janitorial Services**", including the name and address of the Bidder. Documents should not reveal the identity of the Bidder.

P. Power of Attorney

The Bidder must submit with the Proposal a "Power of Attorney" passed through a Board of Directors resolution authorising a representative of the Service provider to conduct all commercial and legal business on behalf of the Bidder relating to this Tender. The authorized representative of the Service provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both.

Q. Effective Period of Proposal / Tender Validity

The proposal shall be binding upon the Bidder for ninety (90) days after the proposal due date and Bidders may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

R. General and Special Conditions of contract

The General Conditions of Contract (GCC), as well as Special Conditions of Contract (SCC) forming part of this set of tender documents, will be applicable to this tender in addition to the conditions of the tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

S. Acceptance or Rejection of a Tender

EEC reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. EEC does not bind itself to accepting the lowest tender or the tender scoring the highest points. The Tender document shall be downloaded from the ESPPRA website, where a notice of intention to award will also be published after completion of tender evaluations.

T. Opening and Recording of Tenders Received

Bids will be opened on the closing date and time, and accordingly recorded. Bidders who wish to witness the opening are welcome to attend.

U. Non-Conformities, Errors, and Omissions

Tenderers with non-conformities, omissions, and errors in any of the requirements will not be considered.

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12.0 CONTRACT TERMS AND CONDITIONS

a) General

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

- i) “The Contract” means the agreement entered into between the Procuring Entity and the Service provider, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii) “The Contract Price” means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.
- iii) “The Procuring Entity” means the Eswatini Electricity Company, an organization purchasing the Goods.
- iv) “The Service provider” means the individual or firm providing the Services under this Contract.

b) Application

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

c) Use of Contract Documents and Information

- i. The Service provider shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Service provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
- ii. The Service provider shall not, without the Procuring Entity’s prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

d) Payments

- i. The method and conditions of payment to be made to the Service provider under this Contract shall be specified in the Contract document.
- ii. The Service provider’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- iii. Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Service provider unless otherwise stated in the Contract.

e) Prices (where applicable)

- i. Prices charged by the Service provider for Services performed under the Contract shall not vary from the prices quoted by the Service provider in its tender.
- ii. All such prices shall be valid and fixed for a period of ninety (90) days.

f) Change Orders

- i. The Procuring Entity may at any time, by a written order given to the, make changes within the general scope of the Contract in any one or more of the following:
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity

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- b. the method of shipment or packing.
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Service provider.
- ii. 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 delivery schedule, 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 Supplier's receipt of the Procuring Entity's change order.

g) Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

h) Assignment

The Service provider may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

i) Subcontracts

The service provider may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Service provider from any liability or obligation under the Contract.

j) Delays in the Service Provider's Performance

Performance of service shall be made by the Service provider in accordance with the time schedule prescribed by the Procuring Entity.

If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the service provider shall promptly notify the Procuring Entity in writing of the fact of the delay, its duration, and its cause(s). As soon as practicable after receipt of Service provider's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Service provider's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

Except as provided in the contract, a delay by the Service provider in the Performance of its delivery obligations shall render the Service provider liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

k) Liquidated Damages

Subject to provisions of the contract, if the Service provider fails to deliver any or all of the Goods or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to 20% (percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

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l) Termination for Default

- i. The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider, may terminate this contract in whole or in part:
 - a. If the service provider fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
 - b. If the service provider fails to perform any other obligation(s) under the contract.
- ii. In the event the Procuring entity terminates the contract in whole or in part, pursuant to provisions of the contract, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

m) Termination for Insolvency

The procuring Entity 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 Procuring Entity.

n) Resolution of Disputes

The Procuring entity and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity 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.

The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini. All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

o) Applicable Law

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

p) Notices

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

q) Taxes And Duties

The Service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the service to the Procuring Entity.

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13. PARTICULAR CONDITIONS

Reference to General Conditions	Description of Particular Condition
Clause 1 (General Provisions)	
Definitions	<p>“Agreement” means the Form of Agreement together with the Client/Service provider Model Service Agreement (General Conditions and Particular Conditions), (Scope of Services), (Key Personnel and Sub-Service providers), (Payment), (Working Programmed), (Minutes of Contract Negotiations Meeting) (Forms and Schedules).</p>
	<p>“Client’s Representative” the designated representative of the Client is <i>[insert name]</i> of the Eswatini Electricity Company.</p>
	<p>“Commencement Date” means the date within which the Service provider must commence the works on the services.</p>
	<p>“Service providers Representative” the designated representative of the service provider <i>[insert name]</i></p>
	<p>“Country” means the Kingdom of Eswatini.</p>
	<p>“Project” means the Services <i>[insert project title]</i> as fully described in the request for Proposals issued by the EEC in <i>[insert date]</i></p>
	<p>“Time for Completion” means the time for completing the Services.</p>
Notices and other Communications	<p>Notices, Variation Notices or other forms of communication shall be in writing and delivered by hand (against receipt), sent by electronic mail or courier.</p>
	<p>Notices, Variation Notices or other form of communication to the Client shall be addressed to:</p>

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		<p>The Managing Director Eswatini Electricity Company Luvatsini House, Mhlambanyatsi Road, Mbabane P.O. Box 258 Mbabane Eswatini Telephone No: (+268) 2409 4002 Telefax No.: (+268) 2409 4001 Email: <i>[insert email]</i></p> <p>And copied to:</p> <p>The Project Manager <i>[Insert name]</i> Eswatini Electricity Company P.O. Box 258 Mbabane Eswatini Telephone No: Telefax No.: Email: <i>[insert email]</i></p> <p>Notices, Variation Notices or other form of communication to the Service provider shall be addressed to:</p> <p>Service providers Representative: <i>[Service Providers Representative]</i> <i>[Service providers Name]</i> P.O. Box Telephone No: Telefax No.: Email:</p>
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		<p>And copied to:</p> <p>The Managing Director: <i>[Service provider's Name]</i> <i>[Physical Address]</i> P.O. Box Telephone No: Telefax No.: Email:</p>
Law and Language		The Agreement shall be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.
		The ruling language of the Agreement shall be English.
		All communication written or otherwise from one of the parties to the other party in relation to the Agreement shall be in English.
Confidentiality		The obligations set forth in Sub-Clause 1.8.1 shall expire five (5) years after completion of the Services or the termination of the Agreement (whichever is the earlier).
Publication		The service provider shall treat the Agreement and everything pertaining thereto as private and confidential. In particular, the Service provider shall not publish any information, drawings or photographs concerning the works.
Clause 2 (The Client)		
Client's Financial Arrangements		The Employer will provide a Purchase Order as a payment guarantee.
Supply of Client's Equipment and Facilities		The equipment and facilities that the Client shall make available, free of cost, to the Service provider, for the purpose of the Services, shall be mutually agreed in writing between the parties.

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Services of Others		The provision of services from others that shall be arranged by the Client must be mutually agreed in writing between the parties.
Clause 3 (The Service provider)		
Construction Administration		is not applicable to the Agreement.
Clause 5 (Variations to Services)		
Variations		Insert Sub-Clause 5.1.5: During the Time for Completion, the Works may be increased or reduced by up to 15% of the Accepted Contract Amount without adjustment to the rates tendered, Preliminary and General cost, or other terms and conditions.
Clause 7 (Payments)		
Time for Payment		Amounts due to the service provider will be paid within 30 days of the date of issue of the Service provider's invoice and payments at Eswatini Electricity Company are made on the 15 th and 30 th of each month.
		Financing charges shall be at the legal prime interest rate issued by the Central Bank of Eswatini at the date payment was due
Third-Party Charges on the Service provider		The Client shall not be responsible for any exemptions relating to taxes. The service provider shall comply fully with prevailing laws.
Clause 8 (Liabilities)		
Liability of Breach		The service provider shall remain liable for a period of three (3) years from the date of acceptance of the Final Report.
Limit of Liability)		The limit of liability that the Service provider shall have to the Client shall be two times the Contract Price.

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Clause 9 (Insurance)		
Insurance to be taken out by Service provider		Not applicable.
Clause 10 (Dispute and Arbitration)		
Adjudication)		Delete this Sub-Clause and replace it with: If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, then it shall be resolved by way of court litigation and in Courts in the Kingdom of Eswatini. Adjudication is hereby specifically excluded by the parties as a mechanism of dispute resolution.
Amicable Settlement		Not Applicable
Arbitration		Delete this Sub-Clause and replace it with: If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, such dispute shall be finally settled under the AFSA Arbitration Rules by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of the arbitration shall be Eswatini and/or by utilizing any digital platform which may be available to the parties. The language to be used in the arbitration shall be English. Notwithstanding the above, either party may approach the court for urgent relief and both parties agree to submit to the jurisdiction of the Courts in the Kingdom of Eswatini

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14 APPENDICES

PRICE SCHEDULE

Service providers are to quote for all 29 sites.

Link for excel spreadsheet [Financial Proposal Cleaning Services.xlsx](#)

Line Item	Location	Number of Employees	Financial proposal			Total Cost	Annual Cost
N°			Deep Cleaning Services	Janitorial Services	Grounds Maintenance		
			<i>4 x per Month</i>	<i>Monthly</i>	<i>Monthly</i>	<i>Monthly</i>	<i>12 months</i>
	<i>[insert site for services]</i>	<i>[insert number employees to be deployed]</i>	<i>[insert monthly cost]</i>	<i>[insert monthly cost]</i>	<i>[insert monthly cost]</i>	<i>[insert monthly cost]</i>	<i>[insert annual cost]</i>
					Sub Total		
					VAT		
					Total		

BID SUBMISSION FORM

Service provider must provide a signed declaration on its company letterhead in the following format. If a joint venture or consortium is presenting the Proposal all members must each sign their own declaration.]

[>>>Name of Service provider, Address, and Date>>>]

The Procurement Manager
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane

Dear Sir/Madam

I, the undersigned, offer to participate in the **RFP 013 of 2024/2025 Cleaning and Janitorial Services** to the Eswatini Electricity Company in accordance with your RFP and our Proposal.

I hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake that, if our Proposal is accepted, to deliver the project on the date to be agreed upon. We understand that the EEC is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____

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DECLARATION OF ELIGIBILITY

[Service provider must provide a signed declaration on its company letterhead in the following format. If a joint venture or consortium is presenting the Proposal all members must each sign their own declaration.]

[>>>Name of Service provider, Address, and Date>>>]

To: **The Procurement manager
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane**

Dear Sir/Madam,

Re Tender Reference: **RFP 013 of 2024/2025 Cleaning and Janitorial Services**

We hereby declare that: -

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

Signed.....

Authorised Representation

Date.....

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FORM FOR TENDER BOND

(Name and Address of Tenderer)

submitted a Tender for **RFP 013 of 2024/2025 Cleaning and Janitorial Services**

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

NOW

(Name and Address of registered Financial Institution) hereby guarantee and undertake to pay to the account of the EEC on first demand in writing and without reference to the Tenderer the sum of TEN THOUSAND EMALANGENI (E10,000.00) or equivalent foreign currency.

PROVIDED THAT

- a) This Tender Bond remains valid, and
- b) The EEC 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 EEC for **RFP 013 of 2024/2025 Cleaning and Janitorial Services**.

(Calculated as ninety (90) calendar days from the date of submission of the said Tender) and will be extended upon written application by the EEC at least one (1) working day in advance of the last date of validity.

(Authorised Signature)

(Date)

(Name of Signatory)

(Seal/Stamp of Financial Institution)

(Position of Signatory)

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FINANCIAL SUBMISSION FORM

Date

Tender No. RFP 013 of 2024/2025 Cleaning and Janitorial Services

To:

Eswatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane
Kingdom of Eswatini

Having examined the tendering documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the **RFP 013 of 2024/2025 Cleaning and Janitorial Services** in conformity with the said tendering requirements for the sum of

_____ (words) _____ (numerical) in line with the rates indicated in this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the requirements of the specifications forming part of this contract. We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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 (Name of Company)

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14.0 TENDER DATASHEET

1	Eligibility criteria	<p>Tenderers must provide the following Eligibility documents:</p> <ol style="list-style-type: none"> i. Company profile ii. Bid Submission Form iii. A copy of Certificate of Incorporation and Form J or Equivalent iv. Certified copy of relevant Trading License or Equivalent v. Current Original and Valid Tax Compliance Certificate vi. Latest Audited Financial Statements vii. Certified ID copies for Directors viii. Police clearance for Company Directors or Affidavit ix. Workmen’s Compensation x. Certified copy of Labour Compliance Certificate or Equivalent xi. Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent if outside Eswatini. xii. Bid Security (Tender Bond) of E10 000.00 / R10 000.00 which shall be valid for ninety (90) days the closing date tender. xiii. Proof of E1 000.00 payment for the TENDER FEE. xiv. Power of Attorney xv. Declaration of Eligibility xvi. Financial Submission Form- <i>to be submitted with financials</i>
2	Pre-tender Briefing	<p>8TH October 2024 @ 10h00 at EEC Head-office. Link for site layout is accessible on the below link. EEC SITES.zip</p>
3	Validity	<p>The tender shall be valid for 90 days from the submission/closing date. A tender with less than 90 days validity will be deemed non-responsive.</p>
4	Documents comprising the tender	<p>The documentation required for this tender are: One (1) original and two (2) copies which shall be marked "Original", "Copy 1" and "Copy 2" and collectively wrapped, sealed, and labelled accordingly.</p>
5	Request for clarifications	<p>Clarification should be e-mailed to bongani.chauke@eec.co.sz</p>
6	Tender Bids submission venue	<p>The location for the submission of tenders is at the EEC Head Office tender box located at: EEC Reception area EEC Headquarters Eluvatsini House, Mhlambanyatsi Road, P.O. Box 258 Mbabane</p>
7	Submission	<p>The envelope of submissions must be hand delivered at the above address. Sealed envelopes clearly marked, “RFP 013 of 2024/2025 Cleaning and Janitorial Services”.</p>
8	Submission Deadline	<p>No later than 11h00 on the 24th of October 2024. Documents should be submitted with proof of payment of the E1,000.00 tender fee.</p>

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9	Tender opening date	24 th of October 2024 at 11h00, at the same submission address.
10	Evaluation of tenders	The evaluation criteria are detailed in the Evaluation Criteria section of this tender document.
11	Financial Proposal	Prices shall be quoted for each sites incomplete Price Schedules will result in disqualification. Service providers should propose an escalation percentage for year 2
12	Contract Duration	2 Years
13	Tender Award	EEC reserves the right to award one (1) or more than one service provider.

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