



**ESWATINI NAZARENE HEALTH INSTITUTIONS (ENHI)**  
**Raleigh Fitkin Memorial (RFM) Hospital**  
**& the Community Health Clinics**  
*Caring is our calling*



**PROCURING ENTITY: ESWATINI NAZARENE HEALTH INSTITUTIONS**

# **TENDERING DOCUMENTS**

**Issued on: 12 September 2024**

**for**

# **Provision of**

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## *Security Services*

Version: 003/2/2023

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**Tender reference number: ENHI/OT 003\_2024/25**

## **NATIONAL TENDER**

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# Invitation for Tenders

## Eswatini Nazarene Health Institutions

### Invitation for Tenders (IFT)

**Tender reference number: ENHI/OT 003\_2024/25**

1. The Eswatini Nazarene Health Institutions (ENHI) receives subvention funds from the Government of Eswatini and intends to apply part of the proceeds to payments under the Contract for the Provision of Security Services on a three (3) years Framework Contract.
2. The Eswatini Nazarene Health Institutions now invites sealed Tenders from eligible and qualified Tenderers for the Provision of Security Services on a three (3) years Framework Contract.
3. Tendering will be conducted through the Open Tender procedures specified in the Public Procurement Act of 2011 and the Public Procurement Regulations of 2020, and is open to all interested eligible Tenderers as defined in the Tendering Documents.
4. Tenderers may obtain further information from The Eswatini Nazarene Health Institutions website [www.enhicare.com](http://www.enhicare.com) and inspect the Tendering Documents at the address given below from 00:00.
5. A complete set of Tendering Documents in English may be purchased by Tenderers upon payment of a non-refundable fee of E500.00 (five hundred Emalangeni). The method of payment will be cash, at RFM Hospital, the Finance block, above the ICU building, Accounts Unit.
6. Tenders must be delivered to and placed in the tender box at the address below on or before **12:00 noon** local time on **14/10/2024**. Tenders must be appropriately bound, sealed and labelled. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderers' representatives, who choose to attend in person at the address below immediately after **12:00 noon** local time on **14/10/2024**. All Tenders must be accompanied by a Tender Securing Declaration.
7. The addresses referred to above are:

RFM Hospital, Manzini  
At junction of David Hynd road and Ligusha Street  
Hospital main entrance  
Tender box, below the Switch Board Operator's window

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For further information:

The Chief Executive Officer  
Eswatini Nazarene Health Institutions  
P.O. Box 14 Manzini  
**ESWATINI**  
<http://www.enhicare.com>

For submission of tenders

***RFM Hospital, at junction of David Hynd Road and Ligusha Street, Manzini, Eswatini,  
12:00 noon, Monday October 14, 2024.***

For opening of tenders

***RFM Hospital, at junction of David Hynd Road and Ligusha Street, Manzini, Eswatini,  
immediately after 12:00 noon, Monday October 14, 2024.***

***Chief Executive Officer  
Eswatini Nazarene Health Institutions***

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# Part I – Tendering Procedures

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# Section I. Instructions to Tenderers

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## Instructions to Tenderers

### A. General

- 1.1 The Procuring Entity, as defined in the **Tendering Data Sheet (TDS)**, invites Tenders for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the TDS**.
- 1.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date **provided in the TDS**.
- 2.1 The Procuring Entity, as **defined in the TDS**, intends to apply part of the funds, **as defined in the TDS**, towards the cost of the Services, **as defined in the TDS**, to cover eligible payments under the Contract for the Services. Payments by the Procuring Entity will be made only at the request of the Director and will be subject in all respects to the terms and conditions of the Contract.
- 3.1 The Public Procurement Act requires that Procuring Entities (including beneficiaries of the funds), as well as Tenderers, suppliers, and contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Government:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly

<sup>1</sup> In this context, any action taken by a Tenderer, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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- misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to remedy the situation;
- (d) will sanction a firm or individual, including suspending or barring a Tenderer or Tenderer in accordance with Sections fifty-five (55), fifty-six (56) and fifty-seven (57) of the Public

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Procurement Act of 2020 and in accordance with regulations 16, 17 and 18 of the Public Procurement Regulations of 2020. A Tenderer or Tenderer aggrieved by such a decision may appeal in accordance with Section fifty-seven (57) of the Public Procurement Act of 2011;

- (e) will have the right to require that a provision be included in Tendering documents and in contracts financed by Government, requiring Tenderers, suppliers, contractors and consultants to permit the Government to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Government.

3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

#### 4. Eligible Tenderers

4.1 This Invitation for Tenders is open to all Tenderers from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All Tenderers shall provide in Section III, Tendering Forms, a statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Tender.

4.3 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its documents establishing the entity) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations 2020.

<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish Tender prices at artificial, non competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

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## 5. Qualification of the Tenderer

- 4.5 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices by ESPPRA in accordance with ITT Sub-Clause 3.1.
- 5.1 All Tenderers shall provide in Section III, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential Tenderers has been undertaken **as stated in the TDS**, only Tenders from prequalified Tenderers shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Procuring Entity has not undertaken prequalification of potential Tenderers, all Tenderers shall include the following information and documents with their Tenders in Section IV, unless otherwise **stated in the TDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
  - (b) total monetary value of Services performed for each of the last three years;
  - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
  - (d) list of major items of equipment proposed to carry out the Contract;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three years;

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- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Procuring Entity to seek references from the Tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Tenderer is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **TDS**:

- (a) the Tender shall include all the information listed in ITT Sub-Clause 5.3 above for each joint venture partner;
- (b) the Tender shall be signed so as to be legally binding on all partners;
- (c) the Tender shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the TDS**;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent

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to the Services over the last 3 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the TDS;**

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the TDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **TDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria of ITT Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Tenderer and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Tender. Subcontractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria, unless otherwise **stated in the TDS.**

- |                                   |   |
|-----------------------------------|---|
| <b>6. One Tender per Tenderer</b> | 6.1 Each Tenderer shall submit only one Tender, either individually or as a partner in a joint venture. A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified. |
| <b>7. Cost of Tendering</b>       | 7.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Procuring Entity will in no case be responsible or liable for those costs.  |
| <b>8. Site Visit</b>              | 8.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the   |

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Services. The costs of visiting the Site shall be at the Tenderer's own expense.

## B. Tendering Documents

### 9. Content of Tendering Documents

9.1 The set of Tendering documents comprises the documents listed in the table below and addenda issued in accordance with ITT Clause 11:

Section I	Instructions to Tenderers
Section II	Tendering Data Sheet
Section III	Tendering Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

9.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering documents. Failure to furnish all information required by the Tendering documents or to submit a Tender not substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender. Sections III, V, and IX should be completed and returned with the Tender in the number of copies specified in the **TDS**.

### 10. Clarification of Tendering Documents

10.1 A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing or by cable ("cable" includes telex and facsimile) at the Procuring Entity's address indicated in the invitation to Tender. The Procuring Entity will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of Tenders. Copies of the Procuring Entity's response will be forwarded to all Procuring Entity's of the Tendering documents, including a description of the inquiry, but without identifying its source.

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- 11. Amendment of Tendering Documents**
- 11.1 Before the deadline for submission of Tenders, the Procuring Entity may modify the Tendering documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Tendering documents and shall be communicated in writing or by cable to all Procuring Entity's of the Tendering documents. Prospective Tenderers shall acknowledge receipt of each addendum by cable to the Procuring Entity.
- 11.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT Sub-Clause 21.2 below.

### C. Preparation of Tenders

- 12. Language of Tender**
- 12.1 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 **English**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Tender, the translation shall govern.

- 13. Documents Comprising the Tender**
- 13.1 The Tender submitted by the Tenderer shall comprise the following:
- (a) The Form of Tender (in the format indicated in Section III);
  - (b) Tender Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by Tenderers, as **specified in the TDS**.

- 13.2 Tenderers Tendering for this contract together with other contracts stated in the IFB to form a package will so indicate in the Tender together with any discounts offered for the award of more than one contract

- 14. Tender Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on

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the priced Activity Schedule, Section V, submitted by the Tenderer.

- 14.2 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 14.4 If **provided for in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract

## 15. Currencies of Tender and Payment

- 15.1 The lump sum price shall be quoted by the Tenderer separately in the following currencies:
- (a) for those inputs to the Services which the Tenderer expects to provide from within Eswatini, the prices shall be quoted in Lilangeni, unless otherwise **specified in the TDS**; and
  - (b) for those inputs to the Services which the Tenderer expects to provide from outside Eswatini, the prices shall be quoted in up to any three freely convertible currencies.
- 15.2 Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
- 15.3 Tenderers may be required by the Procuring Entity to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITT Sub-Clause 15.1.

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## 16. Tender Validity

- 16.1 Tenders shall remain valid for the period **specified in the TDS**.
- 16.2 In exceptional circumstances, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting the Tender Security. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with ITT Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of Tender validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Tenderer selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial Tender validity, up to the notification of award. Tender evaluation will be based on the Tender prices without taking the above correction into consideration.

## 17. Tender Security

- 17.1 The Tenderer shall furnish, as part of the Tender, a Tender Security or a Tender-Securing Declaration, if required, as **specified in the TDS**.
- 17.2 The Tender Security shall be in the amount **specified in the TDS** and denominated in Lilangeni or a freely convertible currency, and shall:
- (a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the Tenderer and located in any eligible country. If the institution issuing the bond is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Tender Security included in Section IX, Contract Forms, or other form approved by the Procuring Entity prior to Tender submission;

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- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITT Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the Tenders, as extended, if applicable, in accordance with ITT Sub-Clause 16.2;

17.3 If a Tender Security or a Tender- Securing Declaration is required in accordance with ITT Sub-Clause 17.1, any Tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration in accordance with ITT Sub-Clause 17.1, shall be rejected by the Procuring Entity as non-responsive.

17.4 The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 35.

17.5 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Form, except as provided in ITT Sub-Clause 16.2; or
- (b) if the successful Tenderer fails to:
  - (i) sign the Contract in accordance with ITT Clause 34;
  - (ii) furnish a Performance Security in accordance with ITT Clause 35.

17.6 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## 18. Alternative Proposals by Tenderers

18.1 **Unless otherwise indicated in the TDS**, alternative Tenders shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the TDS**, as will the method of evaluating different times for completion.

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- 18.3 Except as provided under ITT Sub-Clause 18.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must first submit a Tender that complies with the requirements of the Tendering documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When Tenderers are **permitted in the TDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the TDS**.

## 19. Format and Signing of Tender

- 19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender.
- 19.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Entity, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

## D. Submission of Tenders

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- 20. Sealing and Marking of Tenders**
- 20.1 The Tenderer shall seal the original and all copies of the Tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- be addressed to the Procuring Entity at the address **provided in the TDS**;
  - bear the name and identification number of the Contract as **defined in the TDS** and Special Conditions of Contract; and
  - provide a warning not to open before the specified time and date for Tender opening as **defined in the TDS**.
- 20.3 In addition to the identification required in ITT Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to ITT Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.
- 21. Deadline for Submission of Tenders**
- 21.1 Tenders shall be delivered to the Procuring Entity at the address specified above no later than the time and date **specified in the TDS**.
- 21.2 The Procuring Entity may extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 11, in which case all rights and obligations of the Procuring Entity and the Tenderers previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Tenders**
- 22.1 Any Tender received by the Procuring Entity after the deadline prescribed in ITT Clause 21 will be returned unopened to the Tenderer.
- 23. Modification and Withdrawal of Tenders**
- 23.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in ITT Clause 21.
- 23.2 Each Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clauses 19 and 20, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.

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- 23.3 No Tender may be modified after the deadline for submission of Tenders.
- 23.4 Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the TDS or as extended pursuant to ITT Sub-Clause 16.2 may result in the forfeiture of the Tender Security pursuant to ITT Clause 17.
- 23.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

## E. Tender Opening and Evaluation

### 24. Tender Opening

- 24.1 The Procuring Entity will open the Tenders, including modifications made pursuant to ITT Clause 23, in the presence of the Tenderers' representatives who choose to attend at the time and in the place **specified in the TDS**.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 23 shall not be opened.
- 24.3 The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, Tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as the Procuring Entity may consider appropriate, will be announced by the Procuring Entity at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to ITT Clause 22; Tenders, and modifications, sent pursuant to ITT Clause 23 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn Tenders will be returned unopened to the Tenderers.
- 24.4 The Procuring Entity will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 24.3.

### 25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer is notified of the award. Any effort by

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a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.

25.2 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity, who will provide written explanation. Any request for explanation from one Tenderer should relate only to its own Tender; information about the Tender of competitors will not be addressed.

## 26. Clarification of Tenders

26.1 To assist in the examination, evaluation, and comparison of Tenders, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of the Tenderer's Tender, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders in accordance with ITT Clause 28.

26.2 Subject to ITT Sub-Clause 26.1, no Tenderer shall contact the Procuring Entity on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Procuring Entity, he should do so in writing.

26.3 Any effort by the Tenderer to influence the Procuring Entity in the Procuring Entity's Tender evaluation or contract award decisions may result in the rejection of the Tenderer's Tender.

## 27. Examination of Tenders and Determination of Responsiveness

27.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering documents.

27.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would

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affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

27.3 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 28. Correction of Errors

28.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Entity on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Tender will be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the Tender Security may be forfeited in accordance with ITT Sub-Clause 17.5(b).

## 29. Currency for Tender Evaluation

29.1 The Procuring Entity will convert the amounts in various currencies in which the Tender Price, corrected pursuant to ITT Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) Swati Lilangeni at the selling rates established for similar transactions by the authority **specified in the TDS** on the date **stipulated in the TDS**;

**or**

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the TDS**, at the selling rate of exchange published in the international press as **stipulated in the TDS** on the date **stipulated in the TDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITT Sub-Clause 29.1 (a) above on the date **specified in the TDS** for the amount payable in Swati Lilangeni.

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**30. Evaluation and Comparison of Tenders**

- 30.1 The Procuring Entity will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 27.
- 30.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- (a) making any correction for errors pursuant to ITT Clause 28;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT Clause 18; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT Sub-Clause 23.5.
- 30.3 The Procuring Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.

**31. Preference for Domestic Tenderers**

- 31.1 Preference of Domestic Tenderers shall be a factor in Tender evaluation, unless otherwise **specified in the TDS**.

**F. Award of Contract****32. Award Criteria**

- 32.1 Subject to ITT Clause 33, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest evaluated Tender price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of ITT Clause 4, and (b) qualified in accordance with the provisions of ITT Clause 5.

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- 32.2 If, pursuant to ITT Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Tender Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the Tenderers for the award of more than one contract.
- 33. Procuring Entity’s Right to Accept any Tender and to Reject any or all Tenders**
- 33.1 Notwithstanding ITT Clause 32, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Procuring Entity’s action.
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by cable, telex, or facsimile confirmed by registered letter from the Procuring Entity. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Procuring Entity will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the Tendering documents, will incorporate all agreements between the Procuring Entity and the successful Tenderer. It will be signed by the Procuring Entity and sent to the successful Tenderer along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful Tenderer shall sign the Contract and return it to the Procuring Entity, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITT Sub-Clause 34.3, the Procuring Entity will promptly notify the unsuccessful Tenderers the name of the winning Tenderer and that their Tender security will be returned as promptly as possible.
- 34.5 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing to the unsuccessful Tenderer.

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- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the TDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either (a) at the Tenderer's option, by a bank located in Eswatini or a foreign bank through a correspondent bank located in Eswatini, or (b) with the agreement of the Procuring Entity directly by a foreign bank acceptable to the Procuring Entity.
- 35.3 If the Performance Security is to be provided by the successful Tenderer in the form of a Bond, it shall be issued by a surety which the Tenderer has determined to be acceptable to the Procuring Entity.
- 35.4 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 36. Advance Payment and Security**
- 36.1 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the TDS**.
- 37. Adjudicator**
- 37.1 The Procuring Entity proposes the person **named in the TDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 38. Standstill Period**
- 38.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 working days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 38.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

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- 39. Debriefing by the Procuring Entity**
- 39.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 34, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 39.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.
- 40. Publication of Procurement Contract**
- Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded on the Website of the Agency. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration.
  - d) Dates of signature, commencement and completion of contract;
  - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.
- 41. Procurement Related Complaints and Administrative Review**
- 41.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS**.
- 41.2 An application for administrative review shall be made in accordance with section 48 and 49 of the Act, 2011 using the form provided on the Agency's website <https://www.esppra.co.sz>.

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## Section II. Tendering Data Sheet

### Instructions to Tenderers Clause Reference

<b>A. General</b>	
<b>1.1</b>	The Procuring Entity is <b>Eswatini Nazarene Health Institutions</b> The name and identification number of the Contract is <b>Provision of Security Services: ENHI/OT 003_2024/25</b>
<b>1.2</b>	The Intended Completion Date is <b>November 2027</b> .
<b>5.2</b>	Prequalification <b>not</b> been undertaken.
<b>5.3</b>	The Qualification Information and Tendering forms to be submitted are as follows: <ul style="list-style-type: none"> <li>i. Service Provider's Tender</li> <li>ii. Pricing Schedule</li> <li>iii. Qualification Information</li> <li>iv. Letter of Acceptance</li> <li>v. Tender Securing Declaration</li> <li>vi. Declaration of Eligibility</li> <li>vii. Site Visit Certificate</li> </ul> <p>All forms must be consolidated in the above sequence, inserted into <b>one (1) envelope</b>, clearly marked as instructed in <b>Clause 20.2</b> of the data sheet.</p>
<b>5.5</b>	The qualification criteria in Sub-Clause 4.4 are modified as follows: <p>Preliminary Examination ----- Binary Scoring: <b>YES, or NO</b></p> <p>Submission of supplier eligibility documents (Sc 40 PPA 2011):</p> <ul style="list-style-type: none"> <li>i. Certified copy of a valid Trading License</li> <li>i. Original copy of a valid Tax Compliance Certificate</li> <li>ii. Certified copy of a valid Labor Compliance Certificate</li> <li>iii. Certified copy of a Certificate of Incorporation</li> <li>iv. Certified copy of a valid Form-J</li> <li>v. Certified copy of a valid Form-C</li> <li>vi. Certified copy of current ENPF compliance certificate</li> <li>vii. Valid (3 months or less) police clearance for <b>ALL</b> company Directors</li> <li>viii. Declaration of Eligibility</li> <li>ix. Original ENHI general receipt (E500.00) for tender document</li> <li>x. Certified copy of a valid gun license - minimum of 6 fire arms</li> </ul>

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	<p>Submission &amp; completeness of all tendering forms:</p> <ol style="list-style-type: none"> <li>i. Service Provider's Tender, signed</li> <li>ii. Pricing Schedule, signed</li> <li>iii. Qualification Information, signed – section 1, 2 and 3</li> <li>iv. Tender Securing Declaration, signed</li> <li>v. Declaration of Eligibility, signed</li> <li>vi. Site Visit certificate, signed</li> </ol> <p>Following Instructions as per Tender Data Sheet:</p> <ol style="list-style-type: none"> <li>i. Tender documents inserted in 1 outer envelope, and 2 inner envelopes</li> <li>ii. Number of copies (5) – 1* Original, 4 *Copies</li> <li>iii. Markings as instructed in clause 20.2 of the TDS</li> </ol>
	<p>Technical Evaluation ----- Binary Scoring: <b>YES, or NO</b></p> <p><b>History, Experience and Capability:</b></p> <ul style="list-style-type: none"> <li>• Volume of services over the past 3 years</li> <li>• Provision of similar services (nature and volume)</li> <li>• Client reference letters (minimum of 3)</li> <li>• Company's audited financial reports (past 3 years)</li> </ul> <p style="text-align: center;">Version: 003/2/2023</p> <p><b>Methodology and Work Plan:</b></p> <ul style="list-style-type: none"> <li>• Tenderer's team responsibilities and proposed daily schedules with timelines</li> <li>• Standard operation procedures</li> <li>• Physical security measures</li> <li>• Emergency response plan</li> </ul> <p><b>Occupational Safety:</b></p> <ul style="list-style-type: none"> <li>• Workmen's compensation liability cover</li> <li>• Occupational health and safety policy</li> </ul> <p><b>Key Personnel proposed for Execution of Contract:</b></p> <ul style="list-style-type: none"> <li>• Operations Manager</li> <li>• Guard Supervisors</li> </ul>

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	<p><b>Swazi Owned Company:</b></p> <ul style="list-style-type: none"> <li>Shareholding of 60% or more, must be Swazi</li> </ul> <p>The minimum technical score required to pass is: <b>YES for all criteria</b></p>
	<p>Financial Evaluation ----- <b>Least Cost Selection</b></p> <p>Tender Prices must include all pertinent costs. The tender with the lowest cost evaluated price shall be the best evaluated tender and shall be recommended for award of contract.</p>
	<p>Post Qualification Evaluation:</p> <p>The Institution will conduct a verification exercise of submitted information, with the best evaluated tenderer. Tenderer will be disqualified for award if any information is found to be false, and the second best will be considered.</p>
5.5(a)	<p>The minimum required annual volume of Services for the successful Tenderer in the last three (3) years shall be or above <b>E4,000,000.00 per annum</b></p>
5.5(b)	<p>The experience required to be demonstrated by the Tenderer should include as a minimum that he has executed during the last 5 years the following:</p> <ol style="list-style-type: none"> <li><b>At least One (1) security contract requiring not less than 50 guards</b></li> <li><b>A minimum of 2 security contracts with a local hospital</b></li> </ol>
8	<p>Site visit is compulsory, and to be conducted on the <b>20<sup>th</sup> of September 2024</b>.  Site visit certificate <b>must</b> be attached to the tender document. Tenderers that do not attach this certificate will be <b>disqualified</b>.  Location: <b>RFM Hospital, Switch Board Operator window</b>.  Time: <b>10:00am</b></p>
<b>B. Tendering Data</b>	
9.2	<p>The number of copies of the Tender to be completed and returned shall be <b>5 copies: 1* Original and 4* Copies</b></p>
<b>C. Preparation of Tenders</b>	
13.1	<p>The additional materials required to be completed and submitted are: <b>None</b></p>
14.4	<p>The Contract <b>will be</b> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.</p>
15.1	<p>Local inputs shall be quoted in <b>Emalangeni (SZL)</b>.</p>
16.1	<p>The period of Tender validity shall be <b>90</b> days after the deadline for Tender submission specified in the TDS.</p>

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<b>17.1</b>	The Tenderer shall provide: <b>Tender-Securing Declaration.</b>
<b>18.1</b>	Alternative Tenders are <b>not</b> permitted.
<b>19.1</b>	The Tenderer shall prepare tender documents into two inner envelopes; <b>The Original document into one inner envelope, Copies into another inner envelope and both into one Outer envelope.</b>  The Tender must ensure that the inner envelopes are clearly marked <b>“ORIGINAL”</b> and <b>“COPY”</b> .
<b>D. Submission of Tenders</b>	
<b>20.2</b>	The Procuring Entity’s address for the purpose of Tender submission is <b>RFM Hospital, Switch Board Operator window.</b>  For identification of the Tender the envelopes should indicate:  Contract: <b>Provision of Security Services</b>  Tender / Contract Number: <b>ENHI/OT 003_2024/25</b>  Warning: <b>Do Not Open Before the 14<sup>th</sup> of October 2024, at 12:00 noon</b>
<b>21.1</b>	The deadline for submission of Tenders shall be the <b>14<sup>th</sup> of October 2024, at 12:00 noon.</b>
<b>E. Tender Opening and Evaluation</b>	
<b>24.1</b>	Tenders will be opened <b>immediately after 12:00 noon</b> of the day <b>14 October 2024</b> at the following address:  <b>RFM Hospital, Manzini, corner of David Hynd Road and Ligusha Street, Boardroom.</b>
<b>29.1</b>	Currency chosen for the purpose of converting to a common currency.  <b>eSwatini Lilangeni (SZL).</b>
<b>F. Award of Contract</b>	
<b>38.1</b>	Standstill Period shall be <b>10 working days</b> from issue of an Intention to Award a Contract to responsive tenderers.

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# Section III. Tendering Forms

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## Service Provider's Tender

[date]

To:

Chief Executive Officer  
Eswatini Nazarene Health Institutions  
P.O. Box 14  
Manzini

Having examined the Tendering documents, we offer to execute the **Provision of Security Services – ENHI/OT 003\_2024/25** in accordance with the Conditions of Contract, specifications, activity schedule and pricing schedule.

The Contract shall be paid in the following currency: **eSwatini Lilangeni (SZL)**

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tendering documents and specified in the Tendering Data Sheet.

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Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

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## Pricing Schedule

#	Deployment Sites	Rank	1. No: of Personnel	2. Unit Cost/Guard/ Month	3. 1-month 3. = (1 x 2)	4. 36-months: 4. = (1 x 2 x 36)
1	Nazarene Clinics	Unarmed Guard				
		Armed Guard				
		Guard Supervisor				
		<b>Total</b>	<b>37</b>			
2	RFM Hospital	Unarmed Guard				
		Armed Guard				
		Guard Supervisor				
		<b>Total</b>	<b>31</b>			
<b>Total: Per Month</b>					<b>SZL</b>	
<b>TOTAL: 3-YEAR CONTRACT</b>						<b>SZL</b>

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Authorized Signature: \_\_\_\_\_

Authorized Name and Surname: \_\_\_\_\_

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

Annual escalation rate (%) \_\_\_\_\_ *[indicate the proposed percentage increase in unit cost per annum].*

**\*\*Each page of the price schedule must be initialed at the bottom right corner of each page, and bear a company stamp/seal\*\***

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## Qualification Information

### 1. History, Experiences and Capability

- 1.1 Total annual volume of Services performed in the past three (3) years, in currency specified in the Data Sheet: *[insert]*

#	Year	Amount (SZL)
a		
b		

- 1.2 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five (5) years: *[insert]*

- At least 2 (two) projects must be with a local hospital,
- At least 1 (one) project must be with a client that required a minimum of 50 guards.

#	Project Name and Country	Name of Client	Contact Person and Contact Numbers	Type of Service Provided and Year of Completion	Duration of Contract	No: of guards required	Value of Contract
a							
b							
c							
d							
e							

- 1.3 Original client reference letters (Attach a minimum of 3): Addressed to the Chief Executive Officer, Eswatini Nazarene Health Institutions. Signed by Senior Management of the organization, indicating the nature and duration of your contract, and their recommendation. *[attach]*

- At least 1 (one) reference letter **must** be from a local hospital
- Reference letters must be dated after the tender issue date

- 1.4 Audited financial reports for the last three (3) years: balance sheet, profit and loss statements, auditors' reports, etc. *[attach]*

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- The Accounts must be clearly signed by the Issuing CPA and the Companies Director.
- The Accounts must be complete (Full Audited Accounts not section of it).

1.6 Information regarding any litigation, current or within the last five (5) years, in which the Tenderer is or has been involved. *[insert; if there was no litigation, just indicate N/A]*

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

**2. Proposed Methodology and Work plan**

2.1 Work Plan

Interested tenderers shall be required to propose a work plan to undertake the services which shall, to a minimum include the following; on: 003/2/2023

- Tenderer’s team responsibilities and proposed daily schedules with timelines
- Standard operating procedures: not limited to the below listed;
  - detail of how work shall be performed, managed, reported and feedback
  - Indicate how security guards will be monitored, ensuring the execution of assigned tasks
  - Adherence to Government Gazette [Legal Notice No. 190 of 2023]: Regulation of Wages (Security Services Industry) Order 2023
- Physical security measures
- Emergency response plan

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- 3. Occupational Safety**
- 3.1 Workmen's Compensation insurance cover for its workers (guards). *[attach evidence]*
- 3.2 Occupational health and safety policy *[attach]*
- 4. Key Personnel**
- 4.1 Key Personnel' qualifications and competence proposed for Execution of Contract (General education and relevant experience)
- CVs and certified copies of qualifications. Indicate in each CV the employment record and experience in the proposed position. CV only mandatory for Operations Manager and Supervisors. *[attach certified copies for all certificates]*
- i. Operations Manager:
- At least a diploma in Security/Business Administration/Criminology or any other relevant field
  - At least 5 years' minimum experience as a security manager
  - Training in radio communication, firefighting, combat, first-aid, customer service, computer literacy, capacity to manage future automated security processes. *[attach evidence]*
- ii. Supervisors – Attach sample certificates for at least 3 proposed supervisors:
- O' Level certificate
  - At least have 3 years work experience
  - Training in radio communication, firefighting, combat, first-aid, customer service *[attach evidence]*
- 5. Tenderer's Eligibility Documents**
- 5.1 Part of the preliminary examination will be to determine whether Tenderers are eligible, in accordance with section 40 of the public procurement act of 2011. The Technical Tender must include the following documents;
- 5.2 Certified copy of a valid Trading License *[attach]*
- 5.3 Original copy of a valid Tax Compliance Certificate *[attach]*
- 5.4 Certified copy of a valid Labor Compliance Certificate *[attach]*
- 5.5 Certified copy of a Certificate of Incorporation *[attach]*
- 5.6 Certified copy of a valid Form-J *[attach]*
- 5.7 Certified copy of a valid Form-C *[attach]*
- 5.8 Certified copy of current ENPF compliance certificate *[attach]*
- 5.9 Original ENHI general receipt (E500.00) for tender document *[attach]*
- 5.10 Police clearance for all company Directors *[attach]*

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- 5.11 Certified copy of a valid fire arm license – minimum of 8 fire arms  
*[attach]*

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**Letter of Acceptance**  
*[letterhead paper of the Procuring Entity]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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Name of Agency: \_\_\_\_\_

Attachment: Contract

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## Form of Contract

*[letterhead paper of the Procuring Entity]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (hereinafter called the “Procuring Entity”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Procuring Entity has received funds towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Procuring Entity will be made only at the request of the Project Manager, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Contract, and (iii) that no party other than the Procuring Entity shall derive any rights from the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Tender
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

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- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Procuring Entity

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Procuring Entity*]

\_\_\_\_\_  
[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

\_\_\_\_\_  
[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
[*name of member*]

\_\_\_\_\_  
[*Authorized Representative*]

\_\_\_\_\_  
[*name of member*]

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*[Authorized Representative]*

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### Tender-Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated]*

Date: \_\_\_\_\_ *[insert date of tender submission deadline - dd/month/year]*

Tender No.: \_\_\_\_\_

To: \_\_\_\_\_ *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we –
  - a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or
  - b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, fail or refuse to execute the Contract, if required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of: a) Our receipt of a copy of your notification of the name of the successful Tenderer; or b) thirty days after the expiration of our Tender.
4. We understand that if we are in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....

Capacity/title (director or partner or sole proprietor, etc.) .....

Name: .....

Duly authorized to sign the bid for and on behalf of: ..... *[insert complete name of Tenderer]*

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Dated on ..... day of..... *[Insert date of signing]*

Stamp

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### Declaration of Eligibility

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

[>>>Name of Company, Address, and Date>>>]

To:  
The Tender Committee  
Eswatini Nazarene Health Institutions  
P. O. Box 14  
Manzini

Dear Sirs,

**RE: TENDER NO: ENHI/OT 003\_2024/25 – PROVISION OF SECURITY SERVICES**

We hereby declare that:

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement and the procuring entity.
- f) I/We have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- g) I/We are not subject to suspension in accordance with Section 55, and none of our directors or officers face endorsement or have already been endorsed on the Register for Tender Defaulters in accordance with the Prevention of Corruption Act, 2006.

Signed .....  
Authorized Representative

Date .....

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**ESWATINI NAZARENE HEALTH INSTITUTIONS  
SITE VISIT CERTIFICATE**

**PROVISION OF SECURITY SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**TENDER NO. ENHI/OT 003\_2024/25**

Tenderer’s Name: .....

Address.....

The above noted Tenderer visited ENHI (RFM Hospital) site on -----

**Tenderer’s Representative:**

Name: ..... Sign..... Date: .....

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**ENHI Representative:**

Name: ..... Sign..... Date: .....

The above noted Tenderer visited ENHI (RFM Hospital) site on .....

Tenderers are advised to converge at the ENHI Switch Board Operator window located at the junction of Dr. Hynd Road and Ligusha Street, Manzini.

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## Part II – Activity Schedule

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## Section V. Activity Schedule

### Description of Required Services:

The services to be offered by the contractor shall include but not limited to:

1. Safeguarding and protecting the ENHI personnel, clients, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none ENHI property located at ENHI premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicles or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Ensure that all the regulations of the ENHI affecting the security of their property and the property of the ENHI tenants are carried out.
3. Any interference to the perimeter protection of the premises to be identified and reported to the ENHI immediately. Shall deter the commission of assault, battery, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in ENHI premises. All visitors and customers to ENHI premises to be courteously received assisted and directed.
4. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence and presenting them to the Police or relevant Government agencies responsible for prosecution and prevention of crime.
5. Shall prevent the occurrence of fires, explosions and other catastrophes by the close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
6. Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.
7. Report on any fire incidents and assist in firefighting with fire equipment in order to extinguish fire.
8. Search and record all vehicles entering and leaving ENHI premises and verify gate passes issued to visitors as directed from time to time by ENHI or its agent.
9. Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
10. Ensure that before any property is removed, authorization is obtained from the relevant authorities.
11. Maintain a daily occurrence book and all security records should be made available to the management of ENHI at any time.
12. Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles.

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13. Regulating human traffic in all ENHI stations offices and customers' access respective service in an orderly manner without delay.
14. Guard all ENHI premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using metal detectors, under search mirrors, or any other acceptable gadget, detect and deal with suspicious characters.
15. The successful bidder shall be liable for any loss suffered by ENHI as a result of the bidders' negligence.
16. The successful bidder shall be able to send a quick response and backup crew to ENHI premises at a short notice as and when an emergency occurs.
17. Guard supervisors supplied to ENHI must be trained in combat and customer care.
18. The bidder firm must have ability to install own guard monitoring system semi or fully automated.
19. The bidder must supply own 2-way radio communication for client premises.
20. The bidder must deploy literate guards who can read and write with a minimum of O level education.
21. The bidder shall provide the guards with the following equipment and dress: Uniforms, whistles and lanyards, torches and batteries, Masks and identification badges.
22. The security guard that will be posted to the properties shall be medically fit, with a medical certificate from a reputable medical institution.
23. Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidder's cost.
24. Successful bidders shall report incidents as they occur.
25. All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and ENHI shall make periodical and impromptu check/visits.
26. Shall prevent the occurrence of fires, explosions and other catastrophes by the close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
27. Practice knowledge of first aid and assist evacuation drills on need basis
28. Maintain a daily occurrence book of all incidents and all security records should be made available to the Head of Security and Safety of ENHI or his representative at any time.
29. Regulating human traffic in ENHI reception, entry points, lounge and customers' access respective services in an orderly manner without delay.
30. In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the ENHI Headquarters for final decision.

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## ENHI Deployment Sites:

#	NAZARENE CLINIC SITES (LOCATIONS)	DEPLOYMENT SCHEDULE			SPECIAL EQUIPMENT
		No: of Guards	Day Shift	Night Shift	
1	Bhalekane	1	0	1	N/A
2	Bhekinkhosi	2	1	1	N/A
3	Bulunga	2	1	1	N/A
4	Vulamehlo	2	1	1	N/A
5	Phunga	1	0	1	N/A
6	Piggs Peak	1	0	1	N/A
7	Shewula	2	1	1	N/A
8	Sigcaweni	2	1	1	N/A
9	Siteki	2	1	1	N/A
10	Sitsatsaweni	2	1	1	N/A
11	Mafutseni	2	1	1	N/A
12	Malandzela	2	1	1	N/A
13	Manyeveni	2	1	1	N/A
14	Mgazini	2	1	1	N/A
15	Mliba	2	1	1	N/A
16	Mshingishingini	2	1	1	N/A
17	Ndvwabangeni	2	1	1	N/A
18	Ndzingeni	2	1	1	N/A
19	New Village	2	1	1	N/A
20	Ngculwini	2	1	1	N/A
<b>TOTALS:</b>		<b>37</b>	<b>17</b>	<b>20</b>	

#	RFM HOSPITAL SITE (LOCATION)	DEPLOYMENT SCHEDULE			SPECIAL EQUIPMENT
		No: of Guards	Day Shift	Night Shift	
1	Main Gate	2	1	1	Taser
2	Card Room	3	1	2	
3	Emergency Gate	4	2	2	Taser
4	Physiotherapy Gate	1	1	0	
5	Mortuary Gate	2	1	1	Taser
6	Palliative Care	1	1	0	
7	Baylor Clinic Gate	2	2	0	
8	Solar Plant	4	2	2	Fire Arm
9	Patroller	2	1	1	Fire Arm
10	Maternity Ward	4	2	2	
11	Stores (Goods Receiving)	1	1	0	
12	Stores (Goods Issuing)	1	1	0	
13	Pharmacy (Receiving)	2	1	1	
14	Guard Supervisor	2	1	1	Taser
<b>TOTALS:</b>		<b>31</b>	<b>18</b>	<b>13</b>	

1. Delivery Period The contract shall be, valid for Three (3) years upon contract signing.

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2. The successful bidder will be expected to:

- a) Hire and pay salaries for their guards, supervisors and managers without depending on payment from ENHI.
- b) All guards must have a minimum of O" level (form 5) qualification and a clean criminal record.
- c) Provide sound and effective security guarding personal.
- d) Provide radio communication and routine check patrol vehicles (provide details of motor vehicles)
- e) Attend fire emergency situation/fire prevention, detection and control.
- f) Have back-up systems in cases of emergencies
- g) Have first aid and evacuation drills.
- h) Provide knowledgeable and competent guards capable of using 2-way radios, and have good work ethic.
- i) Ability to control industrial disputes/assembly control and riots.
- j) Ability to summon police, fire brigade and ambulances in cases of emergencies.
- k) Appoint personnel who have knowledge in relation to searching of persons, property and vehicles.
- l) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
- m) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and the Fund shall make periodical check/visits.
- n) All equipment, instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- o) All security guards must have a clean criminal record with the Royal Eswatini Police Services.
  - *Police Clearance for all security guards, before being hired.*
- p) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to ENHI headquarters for final decision and sharing with insurers on record for specific covers.
- q) Shall prepare Monthly, Quarterly and Annual Report on their respective assignments

3. PROVISION AND STANDARD OF SERVICE

A high standard of security performance in the execution of their service is expected. Poor performance and substandard quality of service will be grounds for termination of the agreement. The security will maintain an Occurrence Book. They should be able to provide all their guards with note books, pens or cards, where the supervisors will sign to

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certify their physical visits or change of guards, i.e. occurrence books and note any incidences during the execution of the services. The occurrence book will be the property of ENHI.

#### 4. EQUIPMENT

All guards must be fully equipped with the right tools of their trade as follows:

- a) Motor Vehicles
- b) Peak Caps/Berets
- c) Whistles and Lanyards
- d) Torches and batteries
- e) Serviceable military boots
- f) Great coat
- g) Sweaters
- h) Clean presentable uniforms (shirts, trousers, socks, boots, and jerseys) and tie where applicable
- i) Clubs/batons
- j) Identification badges

#### 5. LOGISTICS

The contractor shall make arrangements and be responsible at their own cost for the following:

- a) General transport requirements for all its personnel to and from the premises.
- b) Accommodation and site office for all personnel and operations.
- c) Provision of communication equipment

#### 6. SIGN PLATES

The Contractor shall at its own cost and subject to the prior approval thereof, provide sign plates as required indicating that the premises are being guarded by the contractor.

#### 7. METHODS OF RECORDING PATROLS AND INCIDENTS

Details of patrols and incidents shall be recorded in a Register (Occurrence Book - OB), which shall be maintained at the specified manning areas. At a minimum, each record of patrol or incident shall include the following:

- a) Incident Entry Number (Register / OB No).
- b) Date and time of occurrence of incident or patrol.
- c) Nature of occurrence.
- d) Remarks and observations related to occurrence.
- e) Signature of security person/guard making the entry

#### 8. INCIDENT REPORTING PROCEDURE

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On observing an incident, one shall immediately activate an alerting process as follows:

- a) Inform supervisor by Radio or Telephone
- b) Inform his/her other colleagues working with him/her at the point
- c) On receipt of an alert, the supervisor shall:
- d) Deploy reinforcement and alert all Radio holders.
- e) Report to their Control or Command Centre and Duty Supervisor
- f) Report to ENHI Security Office or any security person available.
- g) Proceed to scene (where necessary), evaluate the situation and re- confirm to Supervisor including requests for ENHI and Police intervention.
- h) Record all details of the incident in the Occurrence Book
- i) Make Incident Report to ENHI within one day's working time (before handing over to incoming shift).

#### 9. DUTY PERFORMANCE RECORD

- a) The shift supervisor shall take over duties and record the same in the OB.
- b) Visit each manning point at least four times per shift and record in the occurrence registers/OB at manning points (where applicable) as required by ENHI Regulations.

#### 10. OPERATIONAL CONTACT PERSON

Head of Security and Safety shall be informed or contacted for any information related to day-to-day security operations.

#### 11. CONTRACT PERFORMANCE EVALUATION

There shall be three types of evaluations, namely:

- a) Daily Evaluations; This shall be done by the Security and Safety Supervisors.
- b) Monthly Evaluations; This shall be done by the Manager Security Services
- c) Annual Evaluation; This shall be done by the Manager Security Service

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# Part III – Conditions of Contract and Contract Forms

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# Section VI. General Conditions of Contract

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## Section V. General Conditions of Contract

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## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [name of country].”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(h)	The Procuring Entity is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p style="text-align: center; color: gray;">Version: 003/2/2023</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	<p>The risks and coverage by insurance shall be:</p> <p style="padding-left: 40px;">(i) Third Party motor vehicle _____</p> <p style="padding-left: 40px;">(ii) Third Party liability _____</p>

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(iii) Procuring Entity's liability and workers' compensation _ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ _____(indicate milestone and/or percentage) _____</li> <li>➤ _____(indicate milestone and/or percentage) _____ and</li> <li>➤ _____(indicate milestone and/or percentage) _____</li> </ul> </li> </ul> <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> </ul>

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> <li>The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
6.5	Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is _____.
6.6.1	Price adjustment is _____ in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are _____: (a) For local currency: A <sub>L</sub> is _____ B <sub>L</sub> is _____ C <sub>L</sub> is _____ L <sub>mc</sub> and L <sub>oc</sub> are the index for Labor from _____ I <sub>mc</sub> and I <sub>oc</sub> are the index for _____ from _____ (b) For foreign currency A <sub>F</sub> is _____ B <sub>F</sub> is _____ C <sub>F</sub> is _____ L <sub>mc</sub> and L <sub>oc</sub> are the index for Labor from _____ I <sub>mc</sub> and I <sub>oc</sub> are the index for _____ from _____
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
8.2.3	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____
8.2.4	The arbitration procedures of _____ will be used
8.2.5	The designated Appointing Authority for a new Adjudicator is _____

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**ESWATINI NAZARENE HEALTH INSTITUTIONS (ENHI)**  
**Raleigh Fitkin Memorial (RFM) Hospital**  
**& the Community Health Clinics**  
*Caring is our calling*



Chief Executive Officer  
Eswatini Public Procurement Regulatory Agency  
P.O. Box 9665  
Mbabane  
H100

Dear Sir,

**REQUEST FOR ADDENDUM TO TENDER DOCUMENT: ENHI/OT 003 2024/25**

Please find here attached the tender document (ENHI/OT 003\_2024/25) with an amendment on **clause 8 of the Tender Data Sheet: Site Visit**. Kindly, publish this version and remove the previously uploaded document.

Your assistance is highly appreciated.

Yours sincerely,

---

Head of Procurement  
Mr. Harry Dlamini

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(+268) 7808 5263

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[info@enhicare.com](mailto:info@enhicare.com)

Letter Head Issue 1 231220  
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