

“The Lord Is My Shepherd”

TENDERING DOCUMENTS

Issued on: 26 February 2025

For

Procurement of Provision of Security Services

For National Tenderers

Tender reference number: GSCHCHS10 of 2023/2024

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Invitation for Tenders

Good Shepherd Catholic Hospital & College of Health Sciences

Invitation for Tenders (IFT)

Tender reference number: GSCHCHS10 OF 2024/2025

1. Good Shepherd Catholic Hospital & College of Health Sciences has received funds from government subvention and it intends to apply part of the proceeds to payments under the Contract for the supply Security Services on a two (2) years Contract.
2. Good Shepherd Catholic Hospital & College of Health Sciences now invites sealed Tenders from eligible and qualified Tenderers for the Provision of Security Services on a two (2) years Contract.
3. Tendering will be conducted through the Open National Tendering 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 Good Shepherd Catholic Hospital & College of Health Sciences at tenders@gsh.org.sz ,23436405.
5. A complete set of Tendering Documents in English may be purchased by Tenderers upon payment of a non-refundable fee of Five Hundred Emalangeneni (E500.00. The method of payment will be Electronic Fund Transfer on this account: **Good Shepherd Catholic Church & College of Health Science, First National Bank ACC:62402638863 Branch Code 283064 Siteki**
6. Tenders must be delivered to and placed in the tender box at the address below on or before **12:10** local time on **[04/04/2025]**. Tenders must be appropriately bound, sealed and labelled. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderers' representatives, Tender Board Committee who choose to attend in person at the address below immediately after **12:10** local time on **[04/04/2025]**. All Tenders must be accompanied by a Tender Securing Declaration
7. The addresses referred to above are:

Good Shepherd Catholic Hospital, Siteki, Palata Road, Main Reception

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Part I – Tendering Procedures

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Instructions to Tenderers

A. General

- | | |
|---|--|
| 1. Scope of Tender | <p>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.</p> <p>1.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the TDS.</p> |
| 2. Source of Funds | <p>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 Project Manager and will be subject in all respects to the terms and conditions of the Contract.</p> |
| 3. Corrupt or Fraudulent Practices | <p>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.¹ In pursuance of this policy, the Government:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper</p> |

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purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice”⁵ 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 Procurement Act of 2020 and in accordance with regulations 16, 17 and 18 of the Public Procurement

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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.

4.4 A firm that has been sanctioned by ESPPRA in accordance with the above ITT **Clause 3.1 (d)**, shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ESPPRA shall determine. The list of debarred firms is available at the electronic address specified in

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the TDS.

- 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. Qualification of the Tenderer

- 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

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three years;

- (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**;

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- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent 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.**

- | | |
|--|--|
| <p>6. One Tender per Tenderer</p> | <p>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.</p> |
| <p>7. Cost of Tendering</p> | <p>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.</p> |
| <p>8. Site Visit</p> | <p>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</p> |

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for the 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.

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

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

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- 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.

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

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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;
 - (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

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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.

18.3 Except as provided under ITT Sub-Clause 18.4 below, Tenderers wishing to offer technical alternatives to the

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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

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

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the inner envelopes as “ORIGINAL” and “COPIES”.

20.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Entity at the address **provided in the TDS**;
- (b) bear the name and identification number of the Contract as **defined in the TDS** and Special Conditions of Contract; and
- (c) 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.

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

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- 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

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award. Any effort by 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 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 affect unfairly the competitive position of

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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.

30. Evaluation and 30.1 The Procuring Entity will evaluate and compare only the

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Comparison of Tenders

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.

35. Performance

35.1 Within 21 days after receipt of the Letter of Acceptance, the

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Security

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 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

A. General	
1.1	<p>The Procuring Entity is Good Shepherd Hospital & College of Health Sciences</p> <p>The name and identification number of the Contract is Provision of Security Services for Good Shepherd College of Health Sciences</p>
1.2	The Intended Completion Date is 24 months after Contract signing
2.1	<p>The Procuring Entity is Good Shepherd Catholic Hospital and College of Health Sciences</p> <p>The Project is College Security Services</p>
5.2	Prequalification has not been undertaken.
5.3	<p>The Tenderer shall submit the following additional documents in its Tender.</p> <ol style="list-style-type: none"> 1. Original GSCH E500.00 Receipt/Proof of payment 2. Certified Certificate of Incorporation 3. Certified Current and valid Relevant Trading license 4. Current Original Tax Compliance Certificate for Tender 5. Certified Form J 6. Certified and current Form C (Annual Company Return) 7. Certified VAT registration certificate 8. Certified Valid Labour Compliance Certificate 9. Certified Valid Eswatini National Provident Fund (ENPF) Employers Compliance Clearance Certification 10. A Police Clearance Certificate or an Affidavit proving that the Tenderer, any of its directors and officers have not been convicted of any <ol style="list-style-type: none"> I. Criminal offence relating to professional conduct II. Making of false statements or misrepresentations as to its

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	<p>qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings; and,</p> <p>III. The tenderer should not be subject to suspension from participating in Public Procurement</p> <p>11. Technical & Financial Proposals</p> <p>12. Completed Declaration of Eligibility;</p> <p>13. Signed Terms of Reference;</p> <p>14. E20 000.00 Tender Security.</p>
5.4	The information needed for Tenders submitted by joint ventures is as follows: In case of a Joint Venture the tenderer shall fill the Joint Venture Partner Information Form and shall be signed by all the partners.
5.5	<p>The qualification criteria in Sub-Clause 4.4 are modified as follows:</p> <p>1. The tenderer should not have been blacklisted by any government/semi government or any other organization.</p>
5.5(a)	The minimum required annual volume of Services for the successful Tenderer in any of the last ten years shall be: Completed at least a 1 year contract providing security services.
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 2 years the following:</p> <p>1.Experience of a least 2 years in providing Security Services in Government/Semi government or any other organization</p> <p>2. Carried at least one security contract of 5 or more security guards in contract</p>
5.5(c)	The essential equipment to be made available for the Contract by the successful Tenderer shall be: Addressed in Terms of Reference
5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Tenderer shall be E20,000.00
5.5	Subcontractors will not be taken into account.
B. Tendering Data	
9.2 and 19.1	The number of copies of the Tender to be completed and returned shall be 1 original and 3 copies of both the Technical and Financial proposal. Technical and Financial proposal should be in separated envelopes clearly labeled

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C. Preparation of Tenders																																																		
13.1	The additional materials required to be completed and submitted are: N/A																																																	
14.4	The Contract is not subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.																																																	
15.1	Local inputs shall be quoted in Emalangeni																																																	
16.1	The period of Tender validity shall be 150 days after the deadline for Tender submission specified in the TDS.																																																	
17.1	<p>For the purpose of Tender Opening The Tenderer shall provide:</p> <p>This will function as checklist during tender opening. Tenderers are urged to submit the documents in the order they appear below.</p> <table border="1"> <thead> <tr> <th>No</th><th>Document</th><th>Yes/No</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Original GSCH receipt/Proof of payment of E500.00</td><td></td></tr> <tr> <td>2.</td><td>Company Profile</td><td></td></tr> <tr> <td>3.</td><td>Certified and Valid copy of Certificate of Incorporation</td><td></td></tr> <tr> <td>4.</td><td>Certified current and valid copy of valid Trading License</td><td></td></tr> <tr> <td>5.</td><td>Certified copy of valid Labor Compliance Certificate</td><td></td></tr> <tr> <td>6.</td><td>Police Clearance for all company Directors (Finger prints inclusive) or an Affidavit proving that the tenderer or any of its directors and officers have not been convicted of any criminal offence.</td><td></td></tr> <tr> <td>7.</td><td>Certified copy of Form J (for current shareholders)</td><td></td></tr> <tr> <td>8.</td><td>Certified and current Form C (Annual company return)</td><td></td></tr> <tr> <td>9.</td><td>Name and contact details of 3 reference customers</td><td></td></tr> <tr> <td>10.</td><td>Current Original Tax Compliance Certificates for Tender</td><td></td></tr> <tr> <td>11.</td><td>Certified VAT registration certificate</td><td></td></tr> <tr> <td>12.</td><td>Certified Valid ENPF Employers Compliance Clearance Certificate or equivalent for foreign Tenderers</td><td></td></tr> <tr> <td>13.</td><td>Tender security of E20 000.00 (Bank guarantee or Bond)</td><td></td></tr> <tr> <td>15.</td><td>Declaration of eligibility</td><td></td></tr> <tr> <td>16.</td><td>Technical and Financial Proposals in separate envelopes</td><td></td></tr> </tbody> </table>		No	Document	Yes/No	1.	Original GSCH receipt/Proof of payment of E500.00		2.	Company Profile		3.	Certified and Valid copy of Certificate of Incorporation		4.	Certified current and valid copy of valid Trading License		5.	Certified copy of valid Labor Compliance Certificate		6.	Police Clearance for all company Directors (Finger prints inclusive) or an Affidavit proving that the tenderer or any of its directors and officers have not been convicted of any criminal offence.		7.	Certified copy of Form J (for current shareholders)		8.	Certified and current Form C (Annual company return)		9.	Name and contact details of 3 reference customers		10.	Current Original Tax Compliance Certificates for Tender		11.	Certified VAT registration certificate		12.	Certified Valid ENPF Employers Compliance Clearance Certificate or equivalent for foreign Tenderers		13.	Tender security of E20 000.00 (Bank guarantee or Bond)		15.	Declaration of eligibility		16.	Technical and Financial Proposals in separate envelopes	
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17.2	The amount of Tender Security shall be E20, 000.00																																																	
18.1	Alternative Tenders shall not be permitted.																																																	

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18.2	Alternative times for completion are not permitted.
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: N/A
D. Submission of Tenders	
20.2	<p>The Procuring Entity's address for the purpose of Tender submission is Good Shepherd Catholic Hospital & College of Health Sciences Siteki, Palata Road</p> <p>The Tender opening shall take place at: Street Address: Private Boardroom City: Siteki, Eswatini Date: 04 April 2025 Time: 12:10pm</p> <p>For identification of the Tender the envelopes should indicate: (a) Technical Proposal: one (1) original and Three (3) copies; (b) Financial Proposal: one (1) original and Three (3) copies.</p> <p>The Proposal document to be submitted shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate envelopes marked "Technical Proposal – GSCHCHS10 OF 2024/25" and "Financial Proposal – GSCHCHS10 OF 2024/25", respectively. The two envelopes must be enclosed in a sealed envelope, which shall be clearly marked: GSCHCHS10 OF 2024/25 Provision Security Services</p> <p>Do Not Open before 12:00 (noon) on Friday 04 April 2025" and addressed to "The Chairman of the Tender Board, Good Shepherd Catholic Hospital & College of Health Sciences.</p> <p>Documents should be hand delivered and submitted in a sealed envelope and deposited into the official tender box located at the hospital's main reception Proposals must be submitted on or before 04 April 2025 at 12:00 pm</p> <p>Failure to mark the envelope clearly and accurately may result in rejection of the application</p>
21.1	The deadline for submission of Tenders shall be 04/04/2025
E. Tender Opening and Evaluation	

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24.1	<p>Tenders will be opened at 12:05pm of the day 04/04/2025 at the following address Good Shepherd Catholic Hospital</p> <p>Street Address: Private Boardroom</p> <p>City: Siteki, Eswatini</p>
29.1	Currency chosen for the purpose of financial proposal is Emalangen
F. Award of Contract	
35.0	The Performance Security acceptable to the Procuring Entity shall be the in the Standard Form of Bank Guarantee
36.1	The Advance Payment shall be of (As per contract negotiations outcome) percent of the Contract Price.
37.1	<p>The Adjudicator proposed by the Procuring Entity is _____.</p> <p>The hourly fee for this proposed Adjudicator shall be _____.</p> <p>The biographical data of the proposed Adjudicator is as follows: Adjudicator will be appointed when and if need arises</p>
41.1	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://www.esppra.co.sz</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: complaints@esppra.co.sz or info@esppra.co.sz</p> <p>For the attention: Chairperson of Tender Board</p> <p>Title/position: Chairperson</p> <p>Procuring Entity: Good Shepherd Catholic Hospital & College of Health Science</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

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Section III. Tendering Forms

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Service Provider's Tender

[date]

To: Good Shepherd Catholic Hospital & College of Health Sciences

Having examined the Tendering documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Tender for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Tendering Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[name proposed in the Tendering Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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Authorized Signature: _____
Name and Title of Signatory: _____
Name of Tenderer: _____
Address: _____

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Qualification Information

- 1. Individual Tenderers or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Tenderer: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Tender: *[attach]*
- 1.2 Total annual volume of Services performed in two (2) years, in the currency specified in the TDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last two (2) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITT Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITT Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed
----------	------	-------------------------------	---------------------------------

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	position
(a)	
(b)	

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last 1 year: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITT Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.10 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

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

1.11 Statement of compliance with the requirements of ITT Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with

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the requirements of the Tendering documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will 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
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Tenderers should provide any additional information required in the TDS and to fulfill the requirements of ITT Sub-Clause 5.1, if applicable.

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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.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Tenderer has not objected the name proposed for Adjudicator. The second option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Entity. And the third option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Entity.

We confirm that *[insert name proposed by Procuring Entity in the Tendering Data]*,

or

We accept that *[name proposed by Tenderer]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Tenderer]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Tenderers

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 duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

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 Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of _____ under Invitation for Tenders No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

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Tender Security (Tender Bond)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called “the Principal”), and _____, **authorized to transact business in** _____, as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligees (hereinafter called “the Procuring Entity”) in the sum of _____⁶ _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the _____ day of _____, 20____, for the construction of _____ (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

⁶ The amount of the Bond shall be denominated in the currency of the Procuring Entity’s country or the equivalent amount in a freely convertible currency.

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(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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Declaration of Eligibility

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

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

To: The Secretary of the Tender Board,
Good Shepherd Catholic Hospital & College of Health Sciences
P.O BOX 2
SITEKI
L300

Dear Sirs,
Re Tender Reference: No:GSCHCHS10 of 2024/2025

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

(d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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 police clearances for Directors are attached; and

(e) I/We do not have a conflict of interest in relation to the procurement requirement.

Signed
Authorized Representative

Date

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Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Eswatini

1. This is a National Open Tender (Open for Eswatini Companies)

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Part II – Activity Schedule

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Section V. Activity Schedule

Terms of Reference

SCOPE OF SERVICE

1. The Security Supervisor and Security Staff shall be good physique, properly trained and in the age group of 30-50 years and should be able to communicate in Siswati and English
2. Only the security Supervisor (Age: Not more than 50 years) and Guards (Age: Not more than 45 years) approved by the Chief Operating Officer/College Admin or his authorized Officer shall be posted on duty and for the guards not approved but posted on duty no payment shall be admissible
3. The Security agency shall be responsible for 24 hours vigilance round the clock on all days to safeguard the properties and other belongings of the hospital and college from thefts and other pilferage, fire etc, safety of manpower, students in college and in Hostel, guiding visitors to the concerned officials, regulating entry of unwanted visitors/salesmen and maintenance of visitor register. To prevent entry of stray animals like dogs etc. round the clock patrolling of the hospital and college. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles
4. To maintain the record of incoming and outgoing of all staff members including regular & contractual persons, visitors, trainees, materials or items
5. To perform the duties of a time keeper for maintaining the record of attendance and to attend the telephones after the office hours
6. To watch habitual offenders and mischief-makers (inside/outside) and to inform the management immediately, if anything unusual is noticed
7. To carry out internal investigation or inquiry in cases of theft, fire, pilferage, accident, damage etc. as required by the hospital and college and submit the report in time. In this respect to prepare Complaints to the Police Station and carry out all liaison duties with the local police as required
8. To ensure that the vehicles (Cycles, Scooters, Car etc) are parked properly & secured inside and outside the hospital premises at the proper place
9. To check the movement of all items at main entry point and thoroughly check or search the incoming and outgoing of materials or items carried by staff, other contractors, visitors etc. as per valid documents and maintain the record of it
10. To seize goods not found in order or suspected to be stolen and hand over to management with report in the premises

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11. The security agency will be responsible to apprehend immediately trespassers and persons moving unauthorized and under suspicious circumstances and protect from encroachment of any area within the hospital/college and deals with them as per law.
12. The Security Agency shall not use GSCH&CHS premises for handling their dispute between the Security personnel and agency. They shall resolve dispute in their office only
13. The Security Agency shall be responsible for hoisting and paying respect to the National Flag as per Govt. of Eswatini directives.
14. The Security Agency shall take utmost care and interest to draw new systems and procedures and introduce it in consultation with the hospital and college. The agency shall find new means and methods to strengthen the security and be vigilant in watch and ward of the hospital and college
15. Any other duties required by the college in the line.
16. The Security Agency shall provide mobile phone facility to the Security Guards for communication in the event of any emergency
17. No guards shall leave duty points unless and until next reliever arrives at duty point.

LOT No:	Service	Quantity
LOT 01 GSCHS	Provide security services for Good Shepherd College of Health Sciences, Day and night	6 (3 midnight and 3 during the day)

Evaluation will be done per

Signed by Tenderer.....

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**EVALUATION SHEET FOR: THE PROVISION OF SECURITY SERVICES AT
GSCH&CHS (Tender No: GSCHCHS10 of 2024/2025)
Evaluation Criteria: Quality and Cost based**

Evaluation Stages: The evaluation process will consist of the following stages:

- Stage 1: Preliminary Evaluation/Compliance Check
- Stage 2: Technical Evaluation
- Stage 3: Financial Evaluation
- Stage 4: Final Award

Detailed Evaluation Criteria

Stage 1: Preliminary Evaluation

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

- Bidders must submit all required documents and information as outlined below for the purpose of this stage of the evaluation.

No	Document	Yes/No
1.	Original GSCH receipt/Proof of payment of E500.00	
2.	Company Profile	
3.	Certified and Valid copy of Certificate of Incorporation	
4.	Certified current and valid copy of valid Trading License	
5.	Certified copy of valid Labor Compliance Certificate	
6.	Police Clearance for all company Directors (Finger prints inclusive) or an Affidavit proving that the tenderer or any of its directors and officers have not been convicted of any criminal offence.	
7.	Certified copy of Form J (for current shareholders)	
8.	Certified and current Form C (Annual company return)	
9.	Name and contact details of 3 reference customers	
10.	Current Original Tax Compliance Certificates for Tender	
11.	Certified VAT registration certificate or equivalent	
12.	Certified Valid ENPF Employers Compliance Clearance Certificate	

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13.	Tender security of E20 000.00 (Bank guarantee or Bond)	
15.	Declaration of eligibility	

Stage 2: Technical Evaluation

The technical evaluation will be undertaken to compare each tender to the terms of reference on the tender document and assess the bidder's ability to deliver the required security services effectively and reliably. Bidders who pass the technical evaluation criteria will qualify for financial evaluation. To qualify for financial evaluation the bidder must get a minimum of 70% score. For the Financial Proposal to be opened by the Employer, the Service Provider must score 70% and above. If the Service Provider is below the 70% threshold, the Financials for that particular Service Provider will not be opened.

CRITERIA ELEMENTS	CRITERIA WEIGHTING	AWARDED SCORE	COMMENTS
1. Technical Capability ii) Evidence of relevant or similar projects completed: <ul style="list-style-type: none"> • Experience of a least 2 years in providing Security Services in Government/Semi government or any other organization • Carried and completed at least one security contract of 5 or more security guards on contract 	20		
2. Workforce and Personnel <ul style="list-style-type: none"> • Quality and experience of security personnel. • Training programs for staff (e.g., conflict resolution, emergency response). Staff-to-client ratio and availability of backup personnel. 	10		
3. Resources and Capability i) <u>Availability of resources to perform the service</u> <ul style="list-style-type: none"> • Availability of Communication Equipment • Availability of at least 1 patrol vehicle ii) Financial Capacity (Submit a bank	30		

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letter) <u>iii) Managerial Capacity-Qualifications and experience</u>			
<ul style="list-style-type: none"> • Operations Manager (Minimum Qualifications: Degree/Diploma in Security Studies and 10 years' experience) • Supervisor/patrol officer (Certificate in security and 5 years experience) • Site supervisor with at least 3 years experience <p>Share CVs of staff to be involved on this contract</p>			
1. References and Reputation <ul style="list-style-type: none"> • Client testimonials and references. Submit at least 3 trade references (In the client's letter head) 	10		
4. Methodology. <ul style="list-style-type: none"> • Detailed work plan • Adequacy and feasibility of the proposed security plan. • Innovation and use of technology (e.g., surveillance systems, access control). • Approach to risk management and incident response 	40		
Total Score	100		

Stage 3: Financial Evaluation

- The financial evaluation will evaluate the financial competitiveness and value for money of the bid.

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Stage 4: Final Award

- The final award will be made to the service provider achieving the highest combined technical and financial score and will be invited for negotiations

NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%

The lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as follows: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet:

$S = S_t \times T\% + S_f \times P\%$.

The Technical weights given to Technical and Financial Proposals is

$T = 0.7$ (70%)

$P = 0.3$ (30%)

Evaluator's name:.....

Signature:..... Date:.....

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FINANCIAL PROPOSAL FORM

[Location, Date]

To: Good Shepherd Catholic Hospital and College of Health Sciences
Siteki

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [*Insert brief description of services*] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the initial costs (once off), Domestic taxes, basis of escalations, penalties and any discounts should be identified and considered. We hereby undertake that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal,
We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address

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Part III – Conditions of Contract and Contract Forms

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Section V. General Conditions of Contract

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Services (available on the website – ESPPRA) except where modified by the Special Conditions.

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

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Performance Bond

By this Bond, _____ as Principal (hereinafter called “the Service Provider”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ / for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Procuring Entity dated the _____ day of _____, _____ for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Procuring Entity to the Service Provider under the Contract, less the amount properly paid by the Procuring Entity to the Service Provider; or
- (3) pay the Procuring Entity the amount required by the Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

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No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____ day of _____, _____.

Signed by

on behalf of _____
In the capacity of _____
In the presence of _____
Date _____

Signed by _____
on behalf of _____
In the capacity of _____
In the presence of _____
Date _____

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Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

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