



**SINCEPHETELO
MVA FUND**

**REQUEST FOR PROPOSALS FOR THE PROVISION OF
PROPERTY MANAGEMENT SERVICES AT THE
SINCEPHETELO MVA OFFICE PARK, MBABANE FOR SMVAF**

REFERENCE NUMBER: 04 of 2018/19

13th March 2019.

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1.0 LETTER OF INVITATION

REQUEST FOR PROPOSALS FOR PROPERTY MANAGEMENT SERVICES

The Sincephetelo Motor Vehicle Accidents Fund (SMVAF or the Fund) invites sealed Proposals for the provision of Property Management Services for SMVAF. The 'Request for Proposals' document can be obtained at the reception of the Sincephetelo MVA Fund, as from **18th March 2019** for a non-refundable fee of **E300.00** per set. The method of payment shall be cash only payable to the SMVAF offices.

The Fund seeks to engage a reputable Property Management Service provider who is registered with the Registrar of Companies in Swaziland to provide property management services to SMVAF for three (3) financial years.

Detailed information regarding the terms of reference is available in the 'Request for Proposals' document. The Fund shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, SMVAF shall have the right to terminate the service agreement in line with the agreed terms and conditions.

The Proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked "**Technical Proposal – RFP 04 of 2018/2019**" and "**Financial Proposal - RFP 04 of 2018/2019**", respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: "**Request for Proposal: Provision of Property Management Services for SMVAF, 04 of 2018/2019 - Do Not Open before 12:00 noon (Swaziland time) on 15th April 2019**" and addressed to "**The Secretary to the Tender Board, Sincephetelo Motor Vehicle Accidents Fund, Mbabane, P.O Box 4239 Mbabane**". Failure to mark the envelope clearly and accurately may result in rejection of the application. To be eligible for consideration for this proposal, a tenderer should provide in its proposal the documents specified in "Instructions to Tenderers", including the following;

- Company profile.
- An Original Tax Compliance Certificate.
- A certified copy of Trading License.
- A certified copy of labour compliance certificate
- A certified copy of Form J and Form C
- Proof of Competence from Similar Business
- Police clearance for company directors
- A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
- Names and Contact Details of at least three (3) reference customers.
- Proof of payment for the tender fee.

The Proposal must be submitted in the Tender Box situated at the **Sincephetelo Motor Vehicle Accidents Fund, Mbabane**, at the latest by **12:00pm (Swaziland time) on 15th April 2019**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Request for clarification closes on the **8th April 2019 at 1200HRS**. Tenders received in time by the latest date and time for submission will be opened at the Fund's Offices at **12:15pm on the 15th April 2019**.

Requests for clarifications, which must be in writing, should be addressed, via email, to **procurement@mva.org.sz**.



2.0 DEFINITIONS

a)	The Fund	Sincephetelo Motor Vehicle Accidents Fund
b)	Applicable Law	Laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
c)	Local Currency	Lilangeni (SZL).
d)	Services	The work to be performed by the Service provider pursuant to this Contract
e)	Party	Company or the Service provider, as the case may be, and “Parties” means both of them
f)	Government	The Government of Eswatini
g)	Business day	Any day of the week other than Saturdays, Sundays or public holidays in Eswatini
h)	Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.	

Annexure to the Agreement shall be deemed to be incorporated into and to form part of the agreement. Provided that in the event there is a conflict between a particular provision of the main body of the agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in the regard.



3.0 BACKGROUND

Sincephetelo Motor Vehicle Accidents Fund (SMVAF) is a category A Public Enterprise created as an instrument through which the government of Eswatini treats, rehabilitates and compensates victims of road traffic accidents. It is a Fund also empowered to collaborate with stakeholders in the prevention of accidents.

Sincephetelo Motor Vehicle Accidents Fund is a replacement of the Third Party Insurance that was operational in the country between 1973 – 1986 wherein victims of traffic accidents claimed compensation. However, the increase in traffic accidents hiked premiums and motorists could not afford keeping up with their payments. As a result, many people that were injured in traffic accidents could not be compensated.

The Government of Eswatini established a universal cover for victims of traffic accidents that would be sustained by a fuel levy which currently sits at 35 cents a litre.

4.0 GENERAL OBJECTIVES

The Fund is in a process of ensuring that its building, Sincephetelo House is kept in a good running condition for its staff and tenants. The Fund seeks to appoint a capable and experienced property management service provider to manage the building for a period of three (3) years. The main objective is to ensure that a consistent and clear direction in the running of the building is obtained whilst ensuring that maximum benefit is achieved.

5.0 SCOPE OF WORKS

The Property Manager must be available during the business hours on site. The Property Manager will be responsible for the following:

- Maintain the existing tenants who are currently occupying some of the tenantable space of the building
- Systematically collect rent from tenants on due dates and account for all rental collected within seven days of collection
- Notify the Fund in writing in respect of any tenants who default payment



- Ensure that risk to the premises, tenants and the general public is prudently managed.
- Advise the Fund of insurable values which are in opinion of the Manager prudent in respect of risks affecting the premises and the Fund's legal liability to third parties (including the manager as joint insured) and advise the Fund of the need to renew or modify any policy.
- Ensure that statutory requirements and regulations relating to the use of public services and utilities are complied with.
- Ensure that any requirement of the Fire Department and Emergency services are complied with, and that appropriate emergency evacuation drills are carried out periodically at the Property Manager's discretion and at any rate not exceeding twelve-months intervals
- Ensure that the premises are managed in respect of public services in compliance with the published regulation of the relevant authorities including Health and Safety Regulations, Water and Sewerage Corporation, the Posts and Telecommunications Corporation, Eswatini Electricity Company and the City Councils.
- Deal with any problems arising from over the collection and removal of waste and refuse, the placement and upkeep of any authorised signs in or about the premises and the period payment of any rates or taxes becoming due.
- Arrange appropriate security measures for the protection and preservation of the premises and their contents for such period as may be appropriate for the premises in question after consulting with the Fund;
- Procure repairs to and maintenance of the premises in terms of the Fund's obligations to tenants under leases;
- Deal with tenants generally on behalf of the Fund in terms of their leases having regard to any proposals of tenants and to the satisfaction of complaints
- Procure regular cleaning and maintenance services and the replenishment of consumable items in respect of all common or public area of the premises with a view to preserving the and enhancing the appearance and value of the premises
- On or before the end of the Fund's financial year, prepare and present estimate of expenditure and income for the subsequent twelve months for discussion with the Chief Financial Officer and the Finance Manager of the Fund as the budget within which the Property Manager will operate and thereafter monitor costs closely and prepare reports quarterly in respect of all costs which reports should be presented to the Chief Financial Officer of actual operating results.
- To preserve the premises for the purposes of which they were established.
- Conduct investigations and review the condition of the premises including security standard by providing periodic reports to the Chief Financial Officer including recommendations to the Chief Financial Officer.



6.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The proposal document must also highlight the following information:

- i) Minimum 5 years of experience in property management.
- ii) At least three (3) references where similar work has been undertaken.
- iii) Composition of the team of the service provider. It is necessary that the service provider clarifies who the Property Manager is, as well as the role to be played by any of the support team members.
- iv) Qualifications of the team to be involved in the project with proof thereof attached as well as their individual experiences.

7.0 EVALUATION CRITERIA

Tenderers will be evaluated on **TECHNICAL** and **FINANCIAL** competence. The Technical proposal will weigh 70% and the Financial will weigh 30%. The minimum Technical Score required to pass is: **70%**. Kindly submit two separate proposals: Technical and Financial proposal.

7.1 Technical Evaluation:

	ITEM	Points
1.	Complete submission of documents	5
2.	Understanding of the project and scope of work	15
3.	Overall methodologies to be adopted to manage the property	25
4.	Verifiable track record of successful property management services conducted in the last 5 years	15
5.	Qualifications of team	10
	TOTAL	70



ii) Financial Evaluation

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

- The evaluation team will review the financial bids and determine the evaluation price for each proposal;
- The lowest priced proposal shall be given a financial score of 100 and the other proposals shall be given a financial score which is inversely proportional to the lowest evaluated price

	ITEM	Points
1	Pricing	30

iii) Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award
- As outlined above, the Fund will adopt a two-envelope system and evaluate proposals using a **Quality and Cost-Based Selection Model**. The Technical proposals will be evaluated first. Thus, it is important and compulsory to submit a separate technical proposal and separate financial proposal, each wrapped in a separately sealed envelope and clearly marked 'technical proposal' and 'financial proposal', respectively.

8.0 ELIGIBILITY OF TENDERERS

The Fund requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

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



8.2 “Fraudulent practice” means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of the Fund, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Fund of the benefits of free and open competition. The Fund will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at SMVAF.

8.3 Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the Fund may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.

8.4 Any collusion amongst Tenderers or between Tenderers and the Fund’s personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the Fund’s employee. The tender, or contract if it has been concluded already, will be declared invalid if the Fund determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of the Fund with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to the Fund show that:

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

8.6 It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other



financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

8.7 It has an adequately qualified and experienced team assigned for the work under this tender.

Tenderers are advised to provide all relevant information as required.

9.0 CONTRACT AWARD

- i) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award.
- ii) An intention of a notice to award in terms of the circular No. 3 of 2015 dispensed by the Eswatini Public Procurement Regulatory Agency shall be issued. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.
- iii) The intention to award will be sent and published to the Eswatini Public Procurement Regulatory Agency website www.sppra.co.sz.
- iv) Non-Conformities, Errors and Omissions to any conditions stated anywhere in this document will lead to disqualification.

10.0 DURATION

- 10.1 The whole exercise shall be carried out for a period of three years. The Property Manager shall provide sufficient expertise to carry out the task within the time frame specified.



11.0 SUBMISSION AND VALIDITY OF TENDERS

11.1 Submission of Tenders

Technical and Financial proposals shall be submitted. These proposals should be separated and clearly marked “**TECHNICAL**” and “**FINANCIAL**”. The separate, sealed envelopes of both the financial and technical proposals should then be sent to SMVAF in **ONE** sealed envelope clearly marked as follows:

TENDER NO.: 004/2018/19
PROPERTY MANAGEMENT SERVICES FOR THE SMVAF

They must be delivered on or before the date of closure of proposals to:

SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND HEADQUARTERS
SMVAF OFFICE PARK
MBHILIBHI STREET
MBABANE

- The Closing date for submission of the tenders is **15th April 2019**, at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, SMVAF Office Park, Mhilibhi Street, Mbabane, Swaziland** no later than 1200 hours. Request for Clarification closes on the **8th April 2019 at 1200HRS.**
- Tenderers are expected to submit **1 ORIGINAL** document of the tender document and **4 copies.**
- Faxed, emailed or late tenders will not be considered.

Tenderers should also provide the following:

- Company profile.
 - An Original Tax Compliance Certificate.
 - A certified copy of Trading License.
 - A certified copy of labour compliance certificate
 - A certified copy of Form J and Form C
 - Police clearance for company directors
 - A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
 - Names and Contact Details of at least three (3) reference customers.
 - Proof of payment for the tender fee.
 - Omissions and non-conformance to any of the above conditions will lead to disqualification.
- Tender price should be valid for 90 days. .
 - Successful tenderers will be required to sign the service level agreement/contract.



- It is the Fund's sole discretion to award or not to award any of the tenderers nor will the Fund be bound to give reasons for not awarding any or all of the tenderers.

ii) Validity of Tenders

Tenders shall be valid for a period of 3 calendar months from the submission deadline.

iii) Language of Tenders

All bids must be written in English.

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a tender, a notification in writing addressed to procurement@mva.org.sz, shall be submitted. The changes or modifications shall be initialled in black ink.

- There shall be no refund of the tender fee for any withdrawals.

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

- Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to procurement@mva.org.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

- No tenders may be modified after the deadline for submission of tenders.

v) The tender shall remain valid and open for acceptance by SMVAF for not less than ninety (90) days after the submission of tenders.

vi) At any time prior to the deadline for submission of applications, the Fund may amend the request for proposals by issuing addenda. Any addendum issued will be communicated to all applicants who have notified the Fund of their intention to submit proposals and/or will be made available on the Fund's website (www.mva.org.sz). To give prospective applicants reasonable time to



take an addendum into account in preparing their proposals, the Fund may, at its discretion, extend the deadline for the submission of applications.

12.0 CONTRACT TERMS AND CONDITIONS

- i) The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- ii) Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- iii) The singular included the plural or vice versa.
- iv) Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Swaziland to provide for the same, insolvency shall include judicial management;
- v) The following expressions shall bear the meanings assigned to them below and cognate expression shall bear corresponding meanings:

12.0 COMMENCEMENT

13.1 The services to be carried under the Contract are to commence from the date of signature of the Contract.

13.2 In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

14 EXECUTION

14.1 The project shall be executed during the contract period and completed by the Property Manager on or before the completion date.



14.2 The Fund will appoint a person to be a Project Manager to administer the Contract on her behalf.

14.3 The Property Manager shall report to the **Chief Financial Officer – Mr. Martin Simelane** on the progress of the property management who will be the Project Manager. Report intervals are specified in detail in the scope of work.

14.4 The Project Manager shall be the liaison person for Fund and shall be responsible for directing the performance of this contract. The Property Manager shall constantly report and /or update the Fund on progress of the project at all material times where necessary or when required to do so. The Project Manager will appoint a person to be a Liaison person for the Property Manager.

15 PAYMENT

In consideration to the services provided by the Property Manager for the premises, the Fund shall pay to the Property Manager:-

15.1 In respect of leasing, **retention**, rent collection, management and supervision a monthly fee equal to **an agreed upon percentage** of all rents collected plus VAT or any other tax government may impose for the time being and payable thereon;

15.2 The aforementioned monthly fee within 7 days from presentation of the invoice;

15.3 The currency of payment of the Contract shall be in Swaziland Lilangeni.

16 TERMINATION

16.1 The contract may be terminated by the expiration of not less than three (3) months' notice given by either party to the other to expire at any time after the third anniversary of the commencement date.



16.2 Upon receipt of such notice the Property Manager shall take immediate steps to bring the services to a close and reduce expenditure to a minimum.

16.3 Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this contract.

17.0 VARIATION

- i) This agreement can only be varied by agreement in writing entered into by the parties.
- ii) Either one of the parties can initiate negotiations with a view to reach such said agreement.
- iii) Should there be any queries please contact The Procurement Officer on these contacts: Miss Sebe Mzileni Tel: (+268) 24086800/ (+268) 24086835
Email: procurement@mva.org.sz

18.0 APPLICABLE LAW

- This Contract shall be deemed to be concluded in Swaziland and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Swaziland



19.0 APPENDICES

BID SUBMISSION FORM

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 vendor, Address, and Date>>>]

The Secretary to the Tender Committee
Sincephetelo Motor Vehicle Accidents Fund
SMVAF Office Park
P.O. Box 4239
Mbabane

Dear Sir/Madam

I, the undersigned, offer to provide **PROPERTY MANAGEMENT SERVICES** to the Sincephetelo Motor Vehicle Accidents Fund in accordance with your Request for Proposal dated and our Proposal.

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

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

We undertake, if my Proposal is accepted, to provide services for property management services related to the assignment on the date to be agreed upon. We understand that the Fund is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____



DECLARATION OF ELIGIBILITY

[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 vendor, Address, and Date>>>]

To: **The Secretary to the Tender Committee**
Sincephetelo Motor Vehicle Accident Fund
SMVAF Office Park
P.O. Box 4239
Mbabane

Dear Sir/Madam,

Re Tender Reference: **RFP No: 004/2018/19 – PROPERTY MANAGEMENT SERVICES FOR SMVAF**

We hereby declare that: -

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

Signed

Authorised Representation

Date.....

