

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

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

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

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

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

- vi) 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.

vii) 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.

8. CONTRACT AWARD

- i) Only **one** successful tenderer who meets the minimum requirements with the highest 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 issued by the Eswatini Public Procurement Authority 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.

9. SUBMISSION AND VALIDITY OF RFP's

- i) Submission of RFP
 - Technical proposals shall be submitted;
 - **Mandatory Documents;**

#	Name of document	Type
1	Certificate of Incorporation	Certified copy
2	Valid Trading License	Certified copy
3	Valid Original Tax Compliance Certificate	Original
4	Latest Audited Financial Statement	Certified copy



5	Form J	Certified copy
6	Certified copies of directors IDs	Certified copy
7	Police Clearance for "all" Directors	Original
8	Form C	Certified copy
9	Memorandum of Association	Certified copy
10	Power of Attorney	Original
11	Relevant Track Record - with signed references	Original
12	Company Proof of Residence/Physical Address	Certified copy
13	Valid Retirement Fund Clearance Certificate (ENPF)	Certified copy
14	Labour Compliance Certificate	Certified copy
15	Valid Public Liability (min E200,000.00 Cover)	Certified copy
16	Valid Workmen's Compensation	Certified copy
17	Proof of Payment for Tender	Original
18	Company profile	Original

- **Financial proposals;**

- A well prepared financial proposal document, incorporating **Annexure 1**,

- **Overall submission;**

The Tenderer shall Seal the Original and each Copy of the Tender in separate envelopes, duly marking the envelopes as “Original Tender”, “Copy No.1” and “Copy No.2.” The envelopes shall then be sealed in an outer envelope. This should be done for the technical proposal and financial proposal, i.e. the technical and financial should be in separate envelopes.

The inner and outer envelopes shall:

Be addressed to the Employer at the address given, and

Bear the Tender Number and the statement “DO NOT OPEN BEFORE” and the closing date for Tendering, excluding any notice allowing identification of the Tenderer.



If the outer envelope is not sealed and marked as requested, then the Employer will assume no responsibility for the Tender's misplacement or premature opening. If the outer envelope discloses the identity of the Tenderer, the Employer will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.

- They must be delivered on or before the Date of Closure of Proposals to:

ESWATINI ELECTRICITY COMPANY

ELUVATSINI HOUSE

MHLAMBANYATSI ROAD

MBABANE

- The Closing date for submission of the RFP's is on the 11th March 2021 at the **EEC Head Office, Mhlambanyatsi Road, Mbabane, Eswatini** no later than 12:00 pm.
- Faxed, emailed or late tenders will not be considered.
- Complete failure to submit will mean automatic exit, exclusion and expulsion from the tendering process,
- Successful tenderers will be required to sign the service level agreement/contract.
- It is EEC's sole discretion to award or not to award any of the tenderers nor will EEC be bound to give reasons for not awarding any or all of the tenderers.

ii) Validity of Submissions and inspection outcomes

The submissions should **at least** be valid for 60 calendar days from/to the submission deadline. Inspection outcomes will be valid for 14 days from inspection date, and it's only within this period that the results maybe queried.



iii) Language of Tenders

All submissions must be written in English and be submitted in 2 hard copies as guided or expected,

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a submission, a notification in writing addressed to busisiwe.masangane@eec.co.sz, followed by a signed confirmation copy. The changes or modifications shall be initialed 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 busisiwe.masangane@eec.co.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) At any time prior to the deadline for submission of Applications, the EEC may amend the request for proposals by issuing Addenda. Any Addendum issued will be communicated to all Applicants who have notified EEC of their intention to submit proposals and/or will be made available on the EEC website (<http://www.eec.co.sz>). To give prospective Applicants reasonable time to take an Addendum into account in preparing their proposals, the EEC may, at its discretion, extend the deadline for the submission of Applications.



10. 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 Eswatini 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:

COMMENCEMENT AND COMPLETION

- i) The contract shall commence and be operationalized on the 1st of April, 2021. Subject to the terms of the agreement, the contract shall be in force for a period of 24 (twenty-four) months with effect from the effective date.

SCOPE OF WORKS

- Provision of Canteen Food Management Services

OBLIGATIONS OF THE CONTRACTOR

- i) Provide cutlery,
- ii) Pay for gas, water and electricity usage,
- iii) Pay rent at E10,000.00 per month for the initial year, with an annual increase of 10% p.a.,



- iv) The Contractor hereby undertakes to make itself, its operational crew and/or staff and adequate suitable equipment available at the disposal of the Employer, as and when its services may be required by the Employer during the provision of the canteen services.
- v) The Contractor shall be required to comply with ISO 9001, 14001 and OHSAS 18000 standards in executing their duties and should maintain evidence of compliance.

EQUIPMENT AND FACILITIES

- i) EEC Shall provide working equipment and facility,
- ii) In carrying out all of its obligations under the contract, the Contractor binds itself to use its own cutlery and other tools/equipment and the same shall be paid for by the Contractor out of its own resources. The contractor further undertakes to incur no cost to the account of the Employer in this regard, that is not already provided for in the applicable payment rates in terms of this agreement and that is not contractually occasioned in the requisitioning by the Employer of the particular works project in issue.

PERFORMANCE SECURITY

Not applicable.

TERMS OF PAYMENT

Amounts due to the Contractor shall be payable within thirty (30) days of submission of the invoice to the Project Manager.

Provided that no Additional Services or extra services and/or services performed and /or time expended outside of the agreement by the contractor or any third party prior to special agreement first being entered into by the parties in writing, confirming the need for such services, defining their scope and the payment terms and/or rates that shall be applicable thereto.



- i) When claiming payment, the Contractor shall submit an invoice to the EEC. The invoice shall be submitted together with supporting documentation, addressed to the EEC.
- ii) EEC shall make payments to the Contractor within 30 days of receipt of a valid invoice.
- iii) The payment terms shall be as follows: *as guided by the Prices on the Menu and agreed upon with the successful contractor.*
- iv) The currency of payment of the Contract shall be in Eswatini Lilangeni.

INSURANCE FOR LIABILITY AND INDEMNITY

The Contractor agrees to forthwith arrange and keep in force insurance cover in respect of the provision of the services, to an extent approved by the Employer in writing to cover potential liabilities related to the services as follows: -

- i) Public and Third Party Liability cover of not less than E200, 000.00 which cover shall be in force until the time at which all such exposure to liability shall cease.
- ii) Workman's Compensation cover to secure all its staff and employees that it shall utilize in the provision of the services.

APPLICABLE LAW

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

11. APPENDICES

See the following pages;



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 Consultant, Address, and Date>>>]

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

Dear Sir/Madam

I, the undersigned, offer to participate in the **REGISTRATION OF CANTEEN SERVICES CONTRACTORS** to the Eswatini Electricity Company in accordance with your Request for Proposal dated the of February 2021 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 our Proposal is accepted, to partake in the process of Registration of **CANTEEN SERVICES CONTRACTORS**, on the date to be agreed upon. We understand that the EEC is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____



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 Consultant, Address, and Date>>>]

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

Dear Sir/Madam,

Re Tender Reference: **RFP NO.51 of 2020/21 – REGISTRATION OF CANTEEN SERVICE CONTRACTORS**

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.....

Authorized Representation

Date.....



Annexure 1

Item	Proposed Price
WELCOMING TEA	
<ul style="list-style-type: none"> • Coffee/Tea • Biscuits 	
MORNING TEA	
<ul style="list-style-type: none"> • English breakfast • Sandwiches with scones/muffins • Muesli with yogurt • Pie 	
LUNCH	
<ul style="list-style-type: none"> • Starch – Porridge / rice/ samp/ jece / sinkhwa sembila • Proteins – Steak/ grilled chicken/ fish/ grilled pork / ribs/ goat meat/ inkhukhu yemacandza • Stews – Beef, chicken and ox-tail • Vegetables – Spinach/ butternut/mixed veggies/ fried cabbage • Dissert – Yoghurt/ fruits • Drinks – Fizzy drinks/ 100% fruit juice/ still or sparkling water 	
FINGURE LUNCH (PLATTER)	
<ul style="list-style-type: none"> • Drum sticks, fish, meat ball, spare rib, samosa, fries, • Kebabs, mini pie, livers wrapped with beacon, spring rolls, fries, 	
AFTERNOON TEA	
<ul style="list-style-type: none"> • Snack pack - yoghurt, Simba chips, lunch bar, peanuts, • Juice/tea, cake slice, biscuits, muffins/scones 	

Company Stamp;

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