



**ESWATINI  
COMMUNICATIONS  
COMMISSION**

## **REQUEST FOR PROPOSAL**

**TENDER NUMBER: ESCCOM/FIN/003/2024-2025**  
**TENDER NAME: PROVISION OF GENERAL CLEANING SERVICES FOR  
ESCCOM HEAD OFFICE AT EZULWINI**

## **COMMERCIAL AND LEGAL COMPLIANCE**

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# I. INSTRUCTIONS TO BIDDERS

## I.1. PROPOSAL DATA SHEET

| Paragraph Reference |   |
|---------------------|---|
| <b>1.</b>           | <b>Definitions</b>  |
| 1.1                 | Name of the Organisation: <b>Eswatini Communications Commission (ESCCOM)</b> referred to as “ <b>the Commission</b> ”<br>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>  |
| 1.2                 | Name of Assignment: <b>PROVISION OF GENERAL CLEANING SERVICES FOR ESCCOM HEAD OFFICE AT EZULWINI</b>  |
| <b>2.</b>           | <b>Validity</b>   |
| 2.1                 | Proposals must remain valid for 90 (ninety) days after the submission date.   |
| <b>3 .</b>          | <b>Clarification and Amendment of RFP Documents</b>   |
| 3.1                 | Clarifications may be requested in writing (email only), but no later than 21 February 2025<br>The address for requesting clarifications is: <a href="mailto:procurement@esccom.org.sz">procurement@esccom.org.sz</a>   |
| <b>4.</b>           | <b>Preparation of the Technical Proposal</b>  |
| 4.1                 | As required in the Evaluation Criteria, Section 7, the following documents shall be included as Appendices to the Technical Proposal. <ul style="list-style-type: none"><li>4.1.1 Copy of receipt for tender purchase at cost of E500.00</li><li>4.1.2 Original Valid Tax Compliance Certificate</li><li>4.1.3 Certificate of Incorporation</li><li>4.1.4 Form J &amp; C</li><li>4.1.5 Company Profile with CVs of Key Personnel</li><li>4.1.6 Certified Copy of Valid Labour Compliance Certificate</li><li>4.1.7 Police clearance for at least two (2) Company Directors (obtained within six months)</li><li>4.1.8 Certified Copy of Valid Trading Licence</li><li>4.1.9 Proof of Workmen's Compensation</li><li>4.1.10 Names and contact details of at least three (3) recent reference customers</li></ul> |
| <b>5.</b>           | <b>Preparation of the Financial Proposal</b>  |

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|     |  |
|-----|--|
| 5.1 | <p>Taxes:<br/>VAT at (15%) shall be levied on the gross amount paid based on the invoice amount of the project.</p> <p>Information on taxes may be obtained from the following:<br/> <b>The Commissioner of Taxes</b><br/> <b>P.O. Box 186</b><br/> <b>Mbabane</b><br/> <b>Eswatini</b><br/> <b>Tel. +268 2406 4050 (contact centre)</b></p>   |
| 6.  | <p><b>Packing and Submission of the Proposal</b></p>   |
| 6.1 | <p>The Bidder must submit the <b>1 original hard copy</b> and <b>1 soft copy in a flash drive</b> of the Technical Proposal and <b>1 original hard copy</b> and <b>1 soft copy in a flash drive</b> of the Financial Proposal.</p>   |
| 6.2 | <p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in <b>SEPARATE SEALED ENVELOPES</b> marked;</p> <p style="text-align: center;"><b>TECHNICAL PROPOSAL</b><br/> <b>TENDER NUMBER: ESCCOM/FIN/003/2024-2025</b><br/> <b>TENDER NAME: PROVISION OF GENERAL CLEANING SERVICES FOR ESCCOM HEAD OFFICE AT EZULWINI</b></p> <p style="text-align: center;"><b>NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</b></p> <p>And,</p> <p style="text-align: center;"><b>FINANCIAL PROPOSAL</b><br/> <b>TENDER NUMBER: ESCCOM/FIN/003/2024-2025</b><br/> <b>TENDER NAME: PROVISION OF GENERAL CLEANING SERVICES FOR ESCCOM HEAD OFFICE AT EZULWINI</b></p> <p style="text-align: center;"><b>NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</b></p> <p>Respectively.</p> <p>The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:</p> <p style="text-align: center;"><b>TENDER NUMBER: ESCCOM/FIN/003/2024-2025</b><br/> <b>TENDER NAME: PROVISION OF GENERAL CLEANING SERVICES FOR ESCCOM HEAD OFFICE AT EZULWINI</b></p> <p><b>Do Not Open before 12:00 hours (CAT) on 28 February 2025</b></p> <p>and addressed to:</p> <p><b>The Tender Board</b><br/> <b>Eswatini Communications Commission Head Office</b><br/> <b>Plot 11/850, MRI03</b></p> |

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|            |   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|------------|---|--|--|--|--|--------------------------|-----------------------------------|-----|--|--|-----|---|-----|---|-----|---|-----|---|-----|---|-----|--|-----|---------------------------------|--|--|--|------------|---------------------------------|--|--|--------------------------|-----------------------------------|-----|---------------------|--|--|---------------|---|--|---|---|--|--|--|--|------------------------|-----------|--|--|--|------------|-----------------------------|--|--|--|--|
|            | <p><b>Ezulwini<br/>Eswatini</b></p> <p>Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the Tender Box situated at the <b>Eswatini Communications Commission, Head Office, Plot 11/850, MRI03, Ezulwini</b> at the latest by <b>12:00 hours (CAT) on the 28<sup>TH</sup> February 2025</b></p> <p>Late applications will not be considered.</p>   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| <b>7.</b>  | <b>Evaluation of the Technical Proposals</b>  |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| <b>7.1</b> | <p>Tenders shall be evaluated using, but not limited to the following tender evaluation criteria: There are six components in the tender evaluation process, five of which are non-financial and the last one being financial. These are set out below:</p> <table border="1" data-bbox="318 720 1565 1883"> <tr> <td data-bbox="318 720 391 772"><b>1.0</b></td> <td data-bbox="391 720 1252 772"><b>Responsiveness of Tender Assessment (MANDATORY)</b></td> <td data-bbox="1252 720 1565 772"></td> </tr> <tr> <td data-bbox="318 772 391 846"></td> <td data-bbox="391 772 1252 846"><b>Criteria Elements</b></td> <td data-bbox="1252 772 1565 846"><b>Criteria Weighting Factors</b></td> </tr> <tr> <td data-bbox="318 846 391 919">1.1</td> <td data-bbox="391 846 1252 919">Technical and Financial Proposal <b>(In separate Sealed Envelopes with correct number of legible copies)</b></td> <td data-bbox="1252 846 1565 1291" rowspan="9" style="text-align: center; vertical-align: middle;"><b>Omission of any of the listed mandatory documents may result in automatic disqualification of the tenderer.</b></td> </tr> <tr> <td data-bbox="318 919 391 972">1.2</td> <td data-bbox="391 919 1252 972">Certified Copy of Valid Labour Compliance Certificate</td> </tr> <tr> <td data-bbox="318 972 391 1024">1.3</td> <td data-bbox="391 972 1252 1024">Original Valid Tax Compliance Certificate</td> </tr> <tr> <td data-bbox="318 1024 391 1077">1.4</td> <td data-bbox="391 1024 1252 1077">Certified Copy of Valid Trading License</td> </tr> <tr> <td data-bbox="318 1077 391 1129">1.5</td> <td data-bbox="391 1077 1252 1129">Certified Copy of Valid SNPF Compliance Certificate</td> </tr> <tr> <td data-bbox="318 1129 391 1182">1.6</td> <td data-bbox="391 1129 1252 1182">Certified Copy of Valid Form J &amp; Form C <b>(Include ID's)</b></td> </tr> <tr> <td data-bbox="318 1182 391 1234">1.7</td> <td data-bbox="391 1182 1252 1234">Recent Police Clearance for all directors and shareholders as listed in Form C</td> </tr> <tr> <td data-bbox="318 1234 391 1291">1.8</td> <td data-bbox="391 1234 1252 1291">Proof of Workmen's Compensation</td> </tr> <tr> <td data-bbox="318 1291 391 1344"></td> <td data-bbox="391 1291 1252 1344"></td> <td data-bbox="1252 1291 1565 1344"></td> </tr> <tr> <td data-bbox="318 1344 391 1396"><b>2.0</b></td> <td data-bbox="391 1344 1252 1396"><b>Resources and Capability</b></td> <td data-bbox="1252 1344 1565 1396"></td> </tr> <tr> <td data-bbox="318 1396 391 1470"></td> <td data-bbox="391 1396 1252 1470"><b>Criteria Elements</b></td> <td data-bbox="1252 1396 1565 1470"><b>Criteria Weighting Factors</b></td> </tr> <tr> <td data-bbox="318 1470 391 1522">2.1</td> <td data-bbox="391 1470 1252 1522">Financial Stability</td> <td data-bbox="1252 1470 1565 1522"></td> </tr> <tr> <td data-bbox="318 1522 391 1575"></td> <td data-bbox="391 1522 1252 1575">• Bank Letter</td> <td data-bbox="1252 1522 1565 1575" style="text-align: center;">5</td> </tr> <tr> <td data-bbox="318 1575 391 1627"></td> <td data-bbox="391 1575 1252 1627">• Audited Financial Statements (past 3 years)</td> <td data-bbox="1252 1575 1565 1627" style="text-align: center;">5</td> </tr> <tr> <td data-bbox="318 1627 391 1680"></td> <td data-bbox="391 1627 1252 1680"></td> <td data-bbox="1252 1627 1565 1680"></td> </tr> <tr> <td data-bbox="318 1680 391 1732"></td> <td data-bbox="391 1680 1252 1732" style="text-align: center;"><b>SUB-TOTAL SCORE</b></td> <td data-bbox="1252 1680 1565 1732" style="text-align: center;"><b>10</b></td> </tr> <tr> <td data-bbox="318 1732 391 1785"></td> <td data-bbox="391 1732 1252 1785"></td> <td data-bbox="1252 1732 1565 1785"></td> </tr> <tr> <td data-bbox="318 1785 391 1837"><b>3.0</b></td> <td data-bbox="391 1785 1252 1837"><b>Technical Capability</b></td> <td data-bbox="1252 1785 1565 1837"></td> </tr> <tr> <td data-bbox="318 1837 391 1883"></td> <td data-bbox="391 1837 1252 1883"></td> <td data-bbox="1252 1837 1565 1883"></td> </tr> </table> | <b>1.0</b>   | <b>Responsiveness of Tender Assessment (MANDATORY)</b> |  |  | <b>Criteria Elements</b> | <b>Criteria Weighting Factors</b> | 1.1 | Technical and Financial Proposal <b>(In separate Sealed Envelopes with correct number of legible copies)</b> | <b>Omission of any of the listed mandatory documents may result in automatic disqualification of the tenderer.</b> | 1.2 | Certified Copy of Valid Labour Compliance Certificate | 1.3 | Original Valid Tax Compliance Certificate | 1.4 | Certified Copy of Valid Trading License | 1.5 | Certified Copy of Valid SNPF Compliance Certificate | 1.6 | Certified Copy of Valid Form J & Form C <b>(Include ID's)</b> | 1.7 | Recent Police Clearance for all directors and shareholders as listed in Form C | 1.8 | Proof of Workmen's Compensation |  |  |  | <b>2.0</b> | <b>Resources and Capability</b> |  |  | <b>Criteria Elements</b> | <b>Criteria Weighting Factors</b> | 2.1 | Financial Stability |  |  | • Bank Letter | 5 |  | • Audited Financial Statements (past 3 years) | 5 |  |  |  |  | <b>SUB-TOTAL SCORE</b> | <b>10</b> |  |  |  | <b>3.0</b> | <b>Technical Capability</b> |  |  |  |  |
| <b>1.0</b> | <b>Responsiveness of Tender Assessment (MANDATORY)</b>  |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            | <b>Criteria Elements</b>  | <b>Criteria Weighting Factors</b>  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.1        | Technical and Financial Proposal <b>(In separate Sealed Envelopes with correct number of legible copies)</b>  | <b>Omission of any of the listed mandatory documents may result in automatic disqualification of the tenderer.</b> |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.2        | Certified Copy of Valid Labour Compliance Certificate   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.3        | Original Valid Tax Compliance Certificate   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.4        | Certified Copy of Valid Trading License   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.5        | Certified Copy of Valid SNPF Compliance Certificate   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.6        | Certified Copy of Valid Form J & Form C <b>(Include ID's)</b>   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.7        | Recent Police Clearance for all directors and shareholders as listed in Form C  |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 1.8        | Proof of Workmen's Compensation   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            |   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| <b>2.0</b> | <b>Resources and Capability</b>   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            | <b>Criteria Elements</b>  | <b>Criteria Weighting Factors</b>  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| 2.1        | Financial Stability   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            | • Bank Letter   | 5  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            | • Audited Financial Statements (past 3 years)   | 5  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            |   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            | <b>SUB-TOTAL SCORE</b>  | <b>10</b>  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            |   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
| <b>3.0</b> | <b>Technical Capability</b>   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |
|            |   |  |  |  |  |                          |                                   |     |  |  |     |   |     |   |     |   |     |   |     |   |     |  |     |                                 |  |  |  |            |                                 |  |  |                          |                                   |     |                     |  |  |               |   |  |   |   |  |  |  |  |                        |           |  |  |  |            |                             |  |  |  |  |

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|     | <b>Criteria Elements</b>  | <b>Criteria Weighting Factors</b> |
|-----|---|-----------------------------------|
| 3.1 | Quality of the product/service, i.e. extent to which it meets tender specification or scope   |                                   |
|     | <b>General Cleaning Equipment:</b><br>Proof of ownership and/or Letter of Lease: <ul style="list-style-type: none"> <li>• Vacuum Cleaners</li> <li>• Floor Sweepers &amp; Scrubbers</li> <li>• Pressure Washers</li> <li>• Steam Cleaners</li> <li>• Carpet extractors (for deep cleaning)</li> <li>• Carpet sweepers</li> <li>• Upholstery vacuum &amp; brushes</li> <li>• Telescoping poles – High level cleaning</li> <li>• Access equipment (e.g., scaffolding, lift platforms, ladders)</li> </ul>   | 10                                |
|     | <b>Staff :</b> who have been involved or worked on similar contracts<br><br><b>Please attach the proposed contract organogram and contract staff CVs.</b> <ul style="list-style-type: none"> <li>• One (1) Operations Manager (Minimum Qualifications: Certificate/Diploma in Facilities Management or Business Administration and 10 years' experience)</li> <li>• One (1) Site manager (Minimum O'level certificate and 10 years experience in the cleaning industry)</li> <li>• One (1) Site supervisor (5 –10 years' experience in the cleaning industry and chemical handling role)</li> </ul> | 10                                |
|     |   |                                   |
| 3.2 | Details of work of a similar nature/magnitude that the service provider has executed during the last three years complete with description, date/contract duration, cost and contact details of client:   |                                   |
|     | • General cleaning service contracts  | 10                                |
|     | • Value of contracts  | 6                                 |
|     |   |                                   |
|     | <b>Proposed Management plan &amp; Reporting - (include copies &amp; templates, where applicable)</b>  |                                   |
| 3.3 | Cleaners deployment plan (share copy)   | 6                                 |

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|                                     |   |                                   |
|-------------------------------------|---|-----------------------------------|
| 3.4                                 | Cleaning schedule (share copy) – include facility inspection sheets etc.  | 6                                 |
| 3.5                                 | General site management plan (share copy)   | 10                                |
| 3.6                                 | Weekly/Monthly reports (Share templates/copies)   | 10                                |
| 3.7                                 | Safety file (share copy) – including Material Safety Data Sheets and chemical handling control  | 12                                |
| <b>SUB-TOTAL SCORE</b>              |   | <b>80</b>                         |
| <b>4.0 Risk Assessment</b>          |   |                                   |
|                                     | <b>Criteria Elements</b>  | <b>Criteria Weighting Factors</b> |
| 4.1                                 | All risk factors which may be prejudicial to ESCCOM and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer’s commitment in other projects                                | 2                                 |
| 4.2                                 | Evidence to adherence to: <ul style="list-style-type: none"> <li>• Minimum wage (attach Certified payroll for the last four months) (3)</li> <li>• Occupational safety (PPE) (3)</li> <li>• Avail Photographic evidence of staff in branded uniform in three different sites (2)</li> </ul> | 8                                 |
| <b>SUB-TOTAL SCORE</b>              |   | <b>10</b>                         |
| <b>5.0 Swazi Business Promotion</b> |   |                                   |
|                                     | <b>Criteria Elements</b>  | <b>Criteria Weighting Factors</b> |
| 5.1                                 | Degree to which ownership of business vests with Swazi citizen(s)<br><b>(Illustrated in Form J and Form C and Director’s IDs)</b>   | 6                                 |
| 5.2                                 | Degree to which business is managed by Swazi citizen(s)   | 4                                 |
| <b>SUB-TOTAL SCORE</b>              |   | <b>10</b>                         |

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|            | <b>TOTAL</b>  | <b>100</b> |
|------------|---|------------|
| 7.2        | Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:<br>The price/cost of each of the technically compliant proposals shall be considered only after the evaluation of the above technical criteria.   |            |
| 7.3        | A tender which obtains less than 70% of the total points allocated to Criterion 1 to 5 (Responsiveness of Tender Assessment, Resources and Capability Assessment, Technical Assessment and Risk Assessment) shall be deemed to be non-responsive and eliminated from further evaluation.<br>The minimum Technical Score (St) required to pass is: <b>70 (seventy)</b>   |            |
| <b>8.</b>  | <b>Purchase of Tender Document</b>  |            |
| 8.1        | Tender Documents will be supplied on payment of cash in the sum of <b>E500.00 (Five Hundred Emalangeni)</b> at ESCCOM offices, Ezulwini. The deposit is nonrefundable.  |            |
| <b>9.</b>  | <b>Evaluation of Quality Cost Based Proposals</b>   |            |
| 9.1        | <p>The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: <math>Sf = 100 \times Fm / F</math>, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (St) and financial (Sf) 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: <math>S = St \times T\% + Sf \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are:<br/> <b>T = 0.7</b><br/> <b>P = 0.3</b></p> |            |
| <b>10.</b> | <b>Negotiations</b>   |            |
| 10.1       | Expected address for contract negotiations: <b>Eswatini Communications Commission Office</b>  |            |
| <b>11.</b> | <b>Commencement of Assignment</b>   |            |
| 11.1       | The assignment is expected to commence at a date to be determined after the award and signing of the contract with the preferred bidder.  |            |

## 2. TERMS AND CONDITIONS

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## **2.1.PROPOSAL SUBMISSION**

- 2.1.1.** The deadline for the submission of Tenders is 28 February 2025. Proposals submitted after the closing time will not be considered.

## **2.2.CONFLICTS OF INTEREST**

- 2.2.1.** Bidders must establish that there is no conflict of interest in responding to this RFP with any of their current assignments within the Kingdom of Eswatini.
- 2.2.2.** Non-disclosure of this information may result in the disqualification of the bidder.

## **2.3.CONTENT AND FORMAT**

- 2.3.1.** Proposals shall provide a straightforward, concise description of the bidder's ability to meet the requirements of this RFP.
- 2.3.2.** A bidder is allowed to submit one proposal only.
- 2.3.3.** Sections of the proposals must be organized and labelled, pages numbered consecutively for ease of review. Proposals must be provided in the same sequence as the RFP requirements. If a requirement is not applicable, or the bidder has no response, that should be clearly stated.
- 2.3.4.** References to the documentation provided in support of the proposal shall have the appropriate page numbers and references marked. Proposals without the appropriate page numbers and references will be considered to have no appropriate reference material included for that particular question or statement.

## **2.4.TECHNICAL PROPOSAL**

- 2.4.1.** This proposal shall include the bidder's full technical aspects of the solution, experience in similar projects, the methodology they would employ to deliver the project and the qualifications and competencies of key staff proposed for the project. All proposals and general contractual and commercial correspondence must be written only in English.

**2.4.1.1.** The Bidder will not be allowed to substitute a member of the proposed project staff without written consent from the client. Any substitution must be of similar qualification and experience.

- 2.4.2.** The Bidder must observe the following instructions during proposal submission:

- 2.4.2.1** The copies of the proposal must be labelled in a sealed package, Technical and Financial sealed separately.
- 2.4.2.2** Copy of receipt for tender purchase at cost of E 500.00

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- 2.4.2.3 Original Valid Tax Compliance Certificate
- 2.4.2.4 Certificate of Incorporation
- 2.4.2.5 Form J & C
- 2.4.2.6 Company Profile with CVs of Key Personnel
- 2.4.2.7 Certified Copy of Valid Labour Compliance Certificate
- 2.4.2.8 Police clearance for at least two (2) Company Directors (obtained within six months)
- 2.4.2.9 Certified Copy of Valid Trading Licence
- 2.4.2.10 Names and contact details of at least three (3) recent reference customers

## 2.5.FINANCIAL PROPOSAL

2.5.1. Bidders should address all the issues and requirements in the sequence in which they appear below (separate sealed envelope);

- 2.5.1.1 All costs must be quoted in the Eswatini Lilangeni (SZL) or the equivalent South African Rand (ZAR).
- 2.5.1.2 Bidders shall provide the total cost of the proposal (best and final offer) for executing the entire scope of the project.
- 2.5.1.3 Contractors shall provide an itemized breakdown of the costs, indicating the professional fees and expenses for each activity.
- 2.5.1.4 Tenders should also include all applicable taxes.
- 2.5.1.5 Contractors shall propose a payment schedule based on successful completion of milestones (as approved by ESCCOM). Payment of invoices submitted shall be within thirty (30) working days of receipt of invoices.
- 2.5.1.6 Proposals should detail any other costs, taxes or duties which may be incurred
- 2.5.1.7 Bidders should provide confirmation that the financial proposal remains valid for 90 days from the tender closing date

## 3. NOTICE OF INTENTION TO AWARD

Upon the conclusion of the evaluation of the bid and prior to awarding to contract to the winning bidder, ESCCOM will issue a notice of intention to award, **which notice will not constitute a contract award**. The notice will be published on ESCCOM ([www.esccom.org.sz](http://www.esccom.org.sz)) and ESPPRA ([www.sppra.co.sz](http://www.sppra.co.sz)) websites for a period of ten working (10) days before the contract award.

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## **4. EVALUATION AND METHODOLOGY**

### **4.1 ELIGIBILITY CRITERIA**

Only tenders received as specified in Section I (Bidding Structure) will be considered;

### **4.2 QUALIFICATION CRITERIA**

Only eligible tenders will qualify to the next stage.

### **4.3 AWARD CRITERIA**

The contract will be awarded from the qualifying tenders on the basis of the most economically advantageous proposal applying the following award criteria:

- 4.3.1 Responsiveness of Tender Assessment
- 4.3.2 Resources and Capability Assessment
- 4.3.3 Technical Assessment
- 4.3.4 Financial Assessment Quality Cost Based

### **4.4. ACCEPTANCE OR REJECTION OF PROPOSALS**

ESCCOM reserves the right to accept or reject any proposal, a part of proposals or all proposals received as a result of this RFP.

### **4.5. BIDDER LEGAL RESPONSIBILITY**

Bidders must fully comply with RFP's requirements and all rules and regulations of the Kingdom of Eswatini. ESCCOM expects that the bidders have the full knowledge of the local legal environment and all rules and regulations hereto. The Bidders shall comply with the laws of the country at all material times. The Bidder shall make itself fully aware of, and shall take account within its proposal the impact of, compliance with all such laws. This agreement shall be governed by and construed per the laws of the Kingdom of Eswatini.

### **4.6. PERMITS AND LICENSES**

The Bidder shall be responsible for applying for and obtaining all permits and licenses necessary to provide the services under the Agreement. The Bidder shall satisfy itself as to the procedures and time frames required for such consents and licenses. It is emphasized that the responsibility for identifying and obtaining the consents and licenses rests solely with the Bidder.

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## 4.7. DISCLAIMER

The information presented in this RFP is furnished solely for the purpose of assisting prospective Bidders in making their own evaluation of the project and does not purport to be all-inclusive or to contain all the information that prospective Bidders may require. Prospective Bidders shall make their own investigations, projections and conclusions and consult their own advisers to verify independently the information contained in this RFP, and to obtain any additional information that they may require, prior to submitting a Proposal. No member of ESCCOM nor their respective advisers and Contractors may make any representation or warranty as to the completeness of this RFP nor have they any liability for any representations (express or implied) contained in, or omitted from, this RFP.

## 4.8. CONFIDENTIALITY

Bidders shall not, without the prior written consent of the Commission, disclose or make available to any person, other than ESCCOM, or use, directly or indirectly, except for the performance and implementation of the work, any Confidential Information (as herein defined) acquired from an Information Holder (as herein defined) in connection with the performance of this Contract, unless:

- 4.8.1. The information is known to the Bidder (as evidenced by its written records) prior to obtaining the same from an Information Holder and is not otherwise subject to disclosure restrictions on Bidder: or
- 4.8.2. The information is in the public domain prior to the time of disclosure by the Bidder: or
- 4.8.3. The information is disclosed to the Bidder by a third party who did not receive the same, directly or indirectly, from an Information Holder and who has no obligation of secrecy with respect thereto.

As used herein, the term “Confidential Information” shall mean any information, written or oral, concerning the Project, relating to or consisting of processes, techniques, procedures, designs, drawings, plans, diagrams, specifications, computer programs, systems, expertise, trade secrets and other technical data, project information, policies and contracts, including this Contract. The term “Information Holder” shall mean ESCCOM office, its vendors, contractors and subcontractors of any tier, and any other party dealing with ESCCOM or such authority. It is the responsibility of the Contractor to obtain any information from the relevant holder of the information.

## 4.9. AMENDMENT OF BIDDING DOCUMENTS

Before the deadline for submission of bids, the Commission may modify the bidding documents by issuing addenda.

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#### **4.10. NEWS RELEASES**

The Winning Bidder must obtain ESCCOM's consent on any press or news releases prior to their issuance.

#### **4.11. PROPOSAL COSTS**

ESCCOM shall not be liable for any cost or expenses whatsoever incurred by the Bidders in the preparation of their proposals, or attendance of any conferences or meeting related to this RFP.

#### **4.12. BIDDER RESPONSIBILITY**

The Winning Bidder will be responsible for all services in this RFP whether they are provided or performed by the Winning Bidder or Subcontractor(s).

**ESCCOM reserves the right to approve or reject, in writing, any proposed subcontractor at any time.**

#### **4.13. PRE-PROPOSAL COMMUNICATION**

ESCCOM will answer Bidders' questions, to clarify points in this RFP which may not have been understood. All questions should be in the English language and must be emailed to the primary contact no later than the date specified in RFP Master Document. Any answers supplied at the time will be considered unofficial until replied to in writing by the primary contact.

#### **4.14. DISCLOSURE OF PROPOSAL CONTENTS**

Technical and Financial information provided in proposals will be held in confidence, including the Winning Bidder's proposal. The proposal of the Winning Bidder, however, becomes part of any contract entered into and together with all other material submitted with the proposal, becomes the property of ESCCOM. ESCCOM has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposals does not affect this right.

Bidders must agree to make no other distribution of their proposal beyond that made to ESCCOM. A Bidder who shares information contained in their proposal with any ESCCOM's personnel and/ or competing Bidder's personnel will be subject to disqualification.

#### **4.15. EXAMINATION OF RFP DOCUMENTS**

A bidder shall be solely responsible for examining, with appropriate care, the RFP Document, including any addenda issued during the bidding period, and for any information itself with

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respect to any conditions that may affect in any way the amount or nature of Bidder's proposal or the performance of the work in the event Bidder is a Winning Bidder. Failure of Bidder to so examine and inform itself concerning all aspects of the RFP shall be at its sole risk and ESCCOM will give no relief for error or omission.

#### **4.16. PAYMENT AND TAX APPLICABLE**

##### **4.16.1. Payments**

The Contract cost and payment schedule shall be in line with the terms and conditions to be discussed and agreed on by the parties upon the award of the Tender to the successful Bidder. The Bidder is however required to include a payment plan in its proposal for the consideration and assessment of the Commission.

##### **4.16.2. Tax Applicable**

###### **Value-added Tax**

Where, under the provisions of any laws, regulations or directives for the time being in force in Eswatini, The Purchaser (ESCCOM) is required to deduct any amount, whether as tax or howsoever called, the Purchaser shall without further assurance to the Bidder deduct the specified amount or rate from the amount payable to the Seller.

ESCCOM shall deal with any amount so deducted in accordance with the provisions of the relevant laws or regulations providing for the deductions. In particular, a government withholding tax and VAT applies to this contract and ESCCOM has a duty to deduct such tax and any other amounts required by law at the point of payment from any amount payable to the Seller.

#### **4.17. DOCUMENTS, DATA AND PROPRIETARY INFORMATION**

All materials and documents prepared or developed by the Bidder or its employees, representatives or subcontractors in connection with the performance of work, including all manuals, data, software programs, designs, drawings, plans, specifications, reports, calculations, summaries, maps, models and samples, shall become the property of ESCCOM when prepared. Bidder and its subcontractors shall not use such materials and documents for any purpose other than the performance of the work without the ESCCOM's prior written approval. Such materials and documents, together with any materials and documents furnished to Bidder or its subcontractors by ESCCOM upon completion of the work and before final payment is made to Bidder.

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## **4.18. WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS**

- 4.18.1.** If a tenderer wishes to withdraw a tender, they must send a written notification to [procurement@esccom.org.sz](mailto:procurement@esccom.org.sz), followed by a signed confirmation copy deposited in the tender box.
- 4.18.2.** There shall be no refund of the tender fee for any withdrawals.
- 4.18.3.** No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.
- 4.18.4.** Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to [procurement@esccom.org.sz](mailto:procurement@esccom.org.sz). Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

## **5. BID OPENING**

The ESCCOM Tender Board will open the bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of bid security documents defining the constitution or legal status (e.g. valid trading license/, tax compliance certificate etc.) will be announced by the Commission at the opening. ESCCOM will prepare a record of the opening.

## **6. SUSPENSION**

ESCCOM may, for any reason whatsoever, at its sole option, suspend at any time and from time to time the performance of all or any portion of the work by giving written notice to Contractor specifying the part or parts of the work to be suspended and the effective date of suspension and shall continue to prosecute and perform the unsuspended part of the work.

## **7. PROJECT ADMINISTRATION**

The Winning Bidder shall follow internationally recognized practices and standards for the provision of these services. For each of the items below, Winning Bidders must describe, in their proposals, their approach to the provision of the services:

- 7.1.1.** Describe the roles and responsibilities of each team member employed by the bidder to provide the required services to ESCCOM,
- 7.1.2.** Describe in detail the provision of the services, all processes and procedures involved,
- 7.1.3.** Describe all tools and materials to be used in providing the required services,
- 7.1.4.** Describe procedures on communication with ESCCOM Project Manager.

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## 8. TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Contractor's Organization, Experience and Financial Standing
  - A. Contractor's Financial Standing
  - B. Contractor's Organization
  - C. Contractor's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
  - A. On the Terms of Reference
  - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule
- TECH-9 Declaration of Eligibility

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## FORM TECH-I: TECHNICAL PROPOSAL SUBMISSION FORM

---

[>>>Location, Date>>>]

To: The Tender Board  
Eswatini Communications Commission  
P.O. Box 7811  
Mbabane

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [>>>short description of what the Contractors are required to do>>>] in accordance with your Request for Proposal dated [>>>Insert date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [>>>Insert a list with full name and address of Contractor or each associated Contractor>>>]

We 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 our disqualification.

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

**We undertake, if our Proposal is accepted, to initiate the cleaning services related to the assignment not later than the date indicated in the technical proposal.**

We understand the Commission is not bound to accept the lowest or any proposal.

Yours sincerely,

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

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

Name of Firm: \_\_\_\_\_

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

[Stamp of the Firm]

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## FORM TECH-2: CONTRACTOR'S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING

### A - Contractor's Financial Standing

Following financial information shall be provided:

- Certified copies of the financial statements for the last three years

### B - Contractor's Organization

*[A brief description of the Contractors' organization]*

### C - Contractor's Experience

*[Use the format below to provide information on each assignment for which your firm and each associate for this assignment were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment..]*

|   |  |
|---|--|
| Assignment name:  | Approx. value of the contract [ <b>&gt;&gt;&gt;Amount in Emalangeni in figures and in words&gt;&gt;&gt;</b> ]:   |
| Country:<br>Location within country:  | Duration of assignment (months):   |
| Name of Client:   | Total N <sup>o</sup> of staff-months of the assignment:  |
| Address:  | Approx. value of the services provided by your firm under the contract [ <b>&gt;&gt;&gt;Amount in Emalangeni in figures and in words&gt;&gt;&gt;</b> ]:                          |
| Start date [ <b>&gt;&gt;&gt; month/year&gt;&gt;&gt;</b> ]:<br>Completion date [ <b>&gt;&gt;&gt; month/year&gt;&gt;&gt;</b> ]: | N <sup>o</sup> of professional staff-months provided by associated Contractors:  |
| Name of associated Contractors, if any:   | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader): |
| Narrative description of Project:   |  |

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|  |
|--|
|  |
| Description of actual services provided by your staff within the assignment: |
|  |

### C – Other Document's Comprising the Proposal

The Technical Proposal must include the following documents:

- Copy of receipt for tender purchase at cost of E 500.00
- Original Valid Tax Compliance Certificate
- Certificate of Incorporation
- Form J & C
- Company Profile with CVs of Key Personnel
- Certified Copy of Valid Labour Compliance Certificate
- Police clearance for at least two (2) Company Directors (obtained within six months)
- Certified Copy of Valid Trading Licence
- Names and contact details of at least three (3) recent reference customers

[>>Firm's Name and Stamp: \_\_\_\_\_ >>]

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**FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

A - On the Terms of Reference

*[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and they shall be part of the Proposal.]*

B - On Counterpart Staff and Facilities

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 9.1 (b) of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

**FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK  
PLAN FOR PERFORMING THE ASSIGNMENT**

---

**(Technical approach, methodology and work plan are key components of the Technical Proposal) divided into the following three chapters:**

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

**FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

| <i>Professional Staff</i> |      |                   |                   |               |
|---------------------------|------|-------------------|-------------------|---------------|
| Name of Staff             | Firm | Area of Expertise | Position Assigned | Task Assigned |
|                           |      |                   |                   |               |
|                           |      |                   |                   |               |
|                           |      |                   |                   |               |
|                           |      |                   |                   |               |

## FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position:** *[Only one candidate shall be nominated for each position]* \_\_\_\_\_
2. **Name of Firm:** *[Insert name of firm proposing the staff]* \_\_\_\_\_
3. **Name of Staff:** *[Insert full name]* \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* \_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_
7. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]* \_\_\_\_\_
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]* \_\_\_\_\_
9. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]* \_\_\_\_\_
10. **Employment Record:** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]* \_\_\_\_\_

From: [**>>Year>>**] To: [**>>Year>>**]

Employer: [**>>Name of employing organization>>**]

Positions held: [**>>Title of the position held>>**]

### 11. Detailed Tasks Assigned

*[List all tasks to be performed under this assignment]*

### 12. Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of staff member) (Day/Month/Year)

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**FORM TECH-7 : STAFFING SCHEDULE<sup>1</sup>**

| N°             | Name of Staff | Staff input (in the form of a bar chart) <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   | Total staff-month input |                    |       |  |
|----------------|---------------|---|---|---|---|---|---|---|---|---|----|----|----|---|-------------------------|--------------------|-------|--|
|                |               | 1   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Home                    | Field <sub>3</sub> | Total |  |
| <b>Foreign</b> |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
| 1              |               | [Home]  |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               | [Field]   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
| 2              |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
| n              |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   | <b>Subtotal</b>         |                    |       |  |
| <b>Local</b>   |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
| 1              |               | [Home]  |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               | [Field]   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
| 2              |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
| n              |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   |                         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   | <b>Subtotal</b>         |                    |       |  |
|                |               |   |   |   |   |   |   |   |   |   |    |    |    |   | <b>Total</b>            |                    |       |  |

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Contractor's home office.

- Full time input
- ▨ Part time input



**FORM TECH-8: WORK SCHEDULE**

---

| N° | Activity <sup>1</sup> | Months <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
|    |                       | 1                   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 2  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 3  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 5  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| n  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |

- 1 Indicate all main activities of the assignment.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## FORM TECH-9: DECLARATION OF ELIGIBILITY

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

Dear Sirs,

Re Tender Reference: ESCCOM/FIN/003/2024-2025

In accordance with the eligibility requirements of the Procurement Regulations and the Proposal documents we hereby declare that:-

- (a) We, including any joint venture partners or consortium partners, are a legal entity and 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 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) That we do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....

Date .....

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## 9. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs

### **Disclaimer**

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## FORM FIN-I: FINANCIAL PROPOSAL SUBMISSION FORM

*[Note to Tenderers: This Financial Proposal Submission Form should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer. It should be included by the Tenderer in its financial proposal.]*

*[>>>Location>>>]*

*[>>>Date>>>]*

Procurement Reference No: ESCCOM/FIN/003/2024-2025

To: The Tender Board,  
Eswatini Communications Commission,  
P.O. Box 7811,  
Mbabane

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the consulting services for *[>>insert a brief description of the Services>>]* in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is Emalangeni: *[>>insert the total proposal price in words and figures>>]*, inclusive of local taxes *[amend if local taxes are not required to be included];*
- (c) Our proposal shall be valid for a period of *[>>specify the number of calendar days>>]* days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Name: *[insert complete name of person signing the proposal]*

In the capacity of *[insert legal capacity of person signing the proposal]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Tenderer]*

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## FORM FIN-2: SUMMARY OF PROPOSAL OR ACTIVITY COST

[Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction]

**State activity name or name of total proposal:** \_\_\_\_\_

|   | DESCRIPTION   | QTY | RATE/MONTH | TOTAL |
|---|---|-----|------------|-------|
| 1 | General cleaners (Including site supervisor)                  | 6   |            |       |
| 2 | Tea ladies  | 1   |            |       |
| 3 | Consumables (liquid soap, detergents, polish, chemicals, etc) | 1   |            |       |
| 4 | Specialized equipment   | 1   |            |       |
| 5 | Other: Management fee, etc.                                   | 1   |            |       |
|   |   |     |            |       |
|   | TOTAL (VAT excl)  |     |            |       |
|   | VAT   |     |            |       |
|   | TOTAL (VAT incl)  |     |            |       |

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## GENERAL CONDITIONS OF CONTRACT

### I. GENERAL PROVISIONS

#### I.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- (b) “Contractor” means any private or public entity that will provide the Services to the Commission under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of Eswatini.
- (h) “Local Currency” means Lilangeni (SZL).
- (i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (j) “Party” means the Commission or the Contractor, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Contractor or by any Sub-Contractors and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

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- (m) “Services” means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub-Contractors” means any person or entity to whom/which the Contractor subcontracts any part of the Services.
- (o) “In writing” means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

**1.4.1 Delivery of Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

**1.4.2 Change of Address**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Commission may approve.

**1.6 Authority of Member in Charge**

In case the Contractor consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Contractor’s rights and obligations towards the Commission under this Contract, including without limitation the receiving of instructions and payments from the Commission.

**1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the

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Commission or the Contractor may be taken or executed by the officials specified in the SCC.

**1.8 Taxes and Duties**

The Contractor, Sub-Contractors, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

**1.9 Fraud and Corruption**

Contractors should be aware that a Contractor who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC 2.6.1(c), and may further be subject to prosecution under the laws of Eswatini.

**1.9.1 Commission and Fees**

It is required that the successful Contractor will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

**2.2 Commencement of Services**

The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

**2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**2.5 Force Majeure**

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**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Commission** The Commission may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Commission shall give not less than thirty (30) days’ written notice of termination to the Contractor, and sixty (60) days’ in the case of the event referred to in (e).

- (a) If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Commission may have subsequently approved in writing.

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- (b) If the Contractor becomes insolvent or bankrupt.
- (c) If the Contractor, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Commission, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

**2.6.2 By the Contractor**

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the Commission, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- (a) If the Commission fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Commission fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Commission shall make the following payments to the Contractor:

- (a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of any

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reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONTRACTOR

#### 3.1 General

**3.1.1 Standard of Performance** The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Commission, and shall at all times support and safeguard the Commission's legitimate interests in any dealings with Sub-Contractors or third Parties.

#### 3.2 Conflict of Interests

The Contractor shall hold the Commission's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### 3.2.1 Contractors Not to Benefit from Commissions, Discounts, etc.

The payment of the Contractor pursuant to Clause GCC 6 shall constitute the Contractor's only payment in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them similarly shall not receive any such additional payment.

#### 3.2.2 Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.

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- 3.2.3 Prohibition of Conflicting Activities** The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Commission, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Contractor** The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Commission, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Commission's request, shall provide evidence to the Commission showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Contractor's Actions Requiring Commission's Prior Approval** The Contractor shall obtain the Commission's prior approval in writing before taking any of the following actions:
- (a) Entering into a subcontract for the performance of any part of the Services,
  - (b) Appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) Any other action that may be specified in the SCC.
- 3.6 Reporting Obligations** (a) The Contractor shall submit to the Commission the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Contractor to be the Property of the Commission** (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Contractor under this Contract shall become and remain the property of the Commission, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Commission, together with a detailed inventory thereof.

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**to Taxes and Duties** Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

## 6. PAYMENTS TO THE CONTRACTOR

- 6.1 Payment** Payments under this unit price contract shall be for the actual services performed, using fixed unit prices for different items specified in the Services described in Appendix A. Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, such as transportation and subsistence, using either actual expenses or the agreed unit prices.
- 6.2 Contract Unit Prices and Reimbursables** (a) The unit prices and reimbursables payable in foreign currency/currencies is set forth in the SCC.  
(b) The unit price and reimbursables payable in local currency is set forth in the SCC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursables is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Contractor and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Contractor of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Commission shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor has submitted an invoice to the Commission specifying the amount due.

## 7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

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## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

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**ESWATINI  
COMMUNICATIONS  
COMMISSION**

## **REQUEST FOR PROPOSAL**

**TENDER NUMBER: ESCCOM/FIN/003/2024-2025**

**TENDER NAME: PROVISION OF GENERAL CLEANING SERVICES FOR  
ESCCOM HEAD OFFICE AT EZULWINI**

## **MASTER DOCUMENT**

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## 1. INTRODUCTION AND OVERVIEW

The Eswatini Communications Commission (“the Commission”) is the regulatory body for the communications sector in Eswatini encompassing Telecommunications, Broadcasting and Postal Services, Data Protection in electronic transactions and the management of the radio frequency spectrum resources. The Commission invites qualified and experienced service providers to submit tenders for the provision of general cleaning services at the ESCCOM Head Office in Ezulwini. The successful bidder will ensure high standards of cleanliness and hygiene are maintained.

## 2. SCOPE OF SERVICES

The services include, but are not limited to:

- Daily cleaning of offices, restrooms, and common areas.
- Weekly cleaning of windows (internal and external).
- Deep cleaning of carpets and upholstery as needed.
- Collection and disposal of waste in an environmentally friendly manner.
- Supply and replenishment of cleaning materials and consumables.

## 3. SUMMARY OF SCOPE OF SERVICES

**Table 1: Summary of scope of services**

| <b>SCOPE OF WORK</b>                             | <b>FREQUENCY</b> |
|--|------------------|
| <b>FLOORING</b>                                  |                  |
| - Sweeping of all hard floor areas               | Daily            |
| - Cleaning and washing of tiled floor areas      | Daily            |
| - Vacuuming of all carpeted areas                | Twice a week     |
| - Shampooing and deep cleaning of fitted carpets | Twice a year     |
| <b>REFUSE REMOVAL</b>                            |                  |
| - Emptying and cleaning of bins                  | Daily            |
| - Removal of refuse to refuse area (skip bin)    | Daily            |

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|   |                                     |
|---|-------------------------------------|
| <b>DUSTING</b>  |                                     |
| Office space - Dusting all surfaces including but not limited to the following        |                                     |
| - Dusting of all horizontal surfaces  | Daily                               |
| - Dusting of all fire extinguisher equipment  | Weekly                              |
| - Dusting all light fittings  | Monthly                             |
| <b>GLASS METAL AND TILED SURFACES</b>   |                                     |
| - Removal of marks on frames and doors  | Weekly                              |
| - Cleaning and polishing of all metal finishes  | Weekly                              |
| - Cleaning of interior of all windows   | Weekly                              |
| <b>GENERAL</b>  |                                     |
| - Dusting all furniture   | Daily                               |
| - Polishing all wooden surfaces   | Weekly                              |
| - Collecting and cleaning all crockery  | 2 x per day                         |
| - Making of tea and coffee  | Tea lady required                   |
| <b>CONSUMABLES</b>  |                                     |
| - Cleaning equipment and detergents shall remain the service providers responsibility | Quantities to be determined on site |

#### 4. INSTITUTIONAL ARRANGEMENTS

4.1 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. ESCCOM will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.

4.2 The Tenderer will report to the Facilities Officer.

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4.3 The Commission will provide all the documents and information necessary for the assignment.

4.4 The Commission shall formally introduce the winning tenderer to all stakeholders.

## 5. COMPULSORY SITE INSPECTION

A compulsory site inspection will be held on **Friday 07 February 2025 at 10:00 AM at ESSCOM Offices** opposite Ezulwini Private Hospital, Ezulwini.

## 6. COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the employer will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## 7. BRIBERY

The offer of bribe or other inducements to any person with the object of influencing the placing of the Contract will result in instant rejection of the Tender concerned.

## 8. FINANCIAL SPECIFICATION

Financial evaluation contributes 30%

## 9. PURCHASE OF TENDER DOCUMENTS

Tender Documents will be supplied on payment of cash in the sum of **E500.00 (Five Hundred Emalangeni)** at ESSCOM offices, Ezulwini. **The deposit is non-refundable.**

## 10. STRUCTURE OF THE RFP

The RFP is broken into two (2) documents as listed in Table 2. It consists of the RFP Commercial and Legal Compliance document and the RFP Master document.

**Table 2: Contents of the RFP**

| Title                           | Description   |
|---------------------------------|---|
| Commercial and legal compliance | Document contains the commercial and legal requirements of the RFP        |
| Master Document                 | Document contains general information and overall requirements of the RFP |

## 11. THE RFP PROCESS

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## PURPOSE OF THE RFP

Through this RFP process, the Commission aims:

- To evaluate the bidders' technical solutions and commercial solutions together with services.
- After evaluation of the bidders' proposals, award a contract to the winning bidder for the execution of the project.

ESCCOM may contact bidders for any clarification needed to ensure that the Commission understands the proposed solutions and also give the bidder an opportunity to clarify any outstanding points.

## RFT TIMELINE

ESCCOM aims to conclude the RFP phase of procurement by March 2025, and all stages are summarized in Table 2.

**Table 1: Draft Schedule of events in procurement cycle**

|    | Event   | Required By                         |
|----|---|-------------------------------------|
| 1. | RFP issue date  | 16 January 2025                     |
| 2. | Compulsory site inspection at ESCCOM Offices opposite Ezulwini Private Hospital, Ezulwini.                      | <b>07 February 2025 at 10:00 AM</b> |
| 3. | Bidders Questions:<br>- Bidders may submit questions by email to the specified primary contact                  | 16 January 2025 – 21 February 2025  |
| 4. | Response to bidder questions:<br>- ESCCOM will respond to all bidders' questions                                | 16 January 2025 – 21 February 2025  |
| 5. | Submission of Bids:<br>- Bidders submit their bids. All bids must be submitted by 12 noon on the specified date | 28 February 2025                    |
| 6. | Contract award  | March 2025                          |

## 12. QUESTIONS AND ANSWERS REGARDING THIS RFP

Bidders should ask any questions in writing to the primary point of contact by the dates shown in Table 2. Responses to these questions will be circulated to all bidders who have participated in this RFP.

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### 13. RFP EVALUATION CRITERIA

The Commission will evaluate proposals based on the RFP provision to determine which best meets and satisfies its requirements. Proposals will be evaluated based on a unified selection criteria and weighting techniques. The technical proposal will carry 70% of the weighting and the financial proposal will carry 30%. The highest-scoring bidder who has also complied with the terms established in the Commercial and legal requirements document shall be awarded the contract.

### 14. RFP EVALUATION OUTCOME

Upon completion of the review process, the Commission will update the outcome to bidders who have submitted responses. The Commission intends to award the contract by March 2025.

### 15. PROPOSAL DOCUMENTS

The proposal must be submitted in a sealed envelope, which must be clearly marked, "PROVISION OF GENERAL CLEANING SERVICES FOR ESCCOM HEAD OFFICE AT EZULWINI".

### 16. PRIMARY POINT OF CONTACT

Bidders shall note that during the period from receipt of the RFP until the completion of the evaluation as indicated to the bidders by the ESCCOM, all queries shall be communicated via the contact below, no direct contact shall be made with any known member of the evaluation team. Clarifications may be requested in writing (**email only**), but no later than 21 February 2025. The address for requesting clarifications is: [procurement@esccom.org.sz](mailto:procurement@esccom.org.sz)

**[The closing date for submission of proposals is 28 February 2025 at 12:00hrs.](#)**

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