



REQUEST FOR TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL

TENDER NO: 01 OF 2025/26

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J.S.M Matsebula Street

P.O Box 5020

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Swaziland

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AUGUST 2025

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ADVERTISEMENT

REQUEST FOR TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL

TENDER NO: 01 OF 2025/26

The Construction Industry Council invites sealed tenders from eligible, reputed, qualified Security companies for the provision of security services for the Council offices. The 'Invitation to Tender' document can be obtained from the Reception at the Construction Industry Council Plot 427, Ligwalagwala House, J.S.M Matsebula Street at a non-refundable fee of **Five Hundred Emalangeni (E500.00)**.

Tenderers are expected to submit separate completed (1) Original and (3) copies of the Tender document, (1) original and (3) copies of Financial Tenders, signed and sealed, marked **"Request for Tender: Provision of Security Services for the Construction Industry Council**. The two (2) envelopes must be enclosed in a sealed outer envelope, which shall be marked: **"Request for Tender: Provision of Security Services for the Construction Industry Council, TENDER NUMBER: 01 OF 2025/26 and addressed to The Chief Executive Officer, Construction Industry Council located on J.S.M Matsebula Street, P. O. Box 5020, Mbabane, Eswatini."**

Failure to mark the envelope clearly and accurately may result in rejection of the application. To be eligible for consideration for this tender, a tenderer should provide in its Tender the documents specified in 'Instructions to Tenderers' including the following;

1. Company profile
2. Certified copy of valid Trading License
3. Original and Valid Tax Compliance Certificate
4. Certified copy of a current Labour Compliance Certificate
5. Certified copy of ENPF Compliance Certificate
6. Certified copy of Form J and Form C (Company Ownership and Shareholding)

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7. Financial Statements for the previous year
8. Names and Contacts of at least five (5) Reference Customers
9. Certified copy of a Certificate of Incorporation
10. Police Clearance for All company Directors (not older than three months)
11. Certified copy of proof of Legal Joint Venture (where necessary) and
12. Construction Industry Council General receipt (E500.00) for payment of the tender document.

The Tender must be deposited in the Tender Box at the Construction Industry Council's Offices, located on Plot 427, Ligwalagwala House, J.S.M Matsebula Street by 12:00 noon (GMT+2) on the **22nd September 2025**.

Late bids will be rejected. Tenders received on time by the latest date and time for submission will be opened at Council Offices on the **22nd September 2025 at 12:00 noon (GMT+2)** in the presence of bidders' representatives, who will be in attendance at the address below;

The address referred above is;

**Construction Industry Council
Plot 427, Ligwalagwala House
J.S.M Matsebula Street, Eswatini**

Maqhawe Mnisi
Chief Executive Officer

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TERMS OF REFERENCE (ToR)

1. PREAMBLE

The Construction Industry Council (CIC) invites competent, registered and reputable security service providers to submit sealed Tenders for the the provision of security services to the urban boundary of the Council offices. Only those companys that are legally registered, have relevant expertise, well experienced, and have the resources to perform the specified service will be considered.

The tender document can be obtained from the Reception of the Construction Industry Council Offices, located on Plot 427, J.S.M Matsebula Street or downloaded from www.esppra.co.sz or www.cic.co.sz at a non-refundable payment of E500.00 (Five Hundred Emalangen) per document made to the Construction Industry Council's Standard Bank Mbabane Branch code 663164 Account Number 9110004761777 or First National Bank Mbabane Branch Code 281264 Account Number 62846712273. For reference please insert your name and the Tender Number.

2. BACKGROUND

The Council seeks to engage a reputable Company to provide Security Services to the Construction Industry Council - Office Boundary. The purpose of this tender is to establish a service agreement for a **period of two (2) years**. Detailed information regarding the assignment is available in the tender document. The Council shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, the Council shall have the right to terminate the service agreement in line with the agreed terms and conditions.

3. SCOPE OF WORK

3.1 The broad scope of work entails:

- a) Providing on-site guarding, patrolling service and physical access control.
- b) Protection from and/ or to buildings and general crime prevention measures as agreed upon.
- c) Provide full access control process.

d) Screening/Scanning of personnel & visitors/vehicles.

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- f) Provide a supervisor who is a qualified holder of a certificate in security supervision.
- g) Compile and submit weekly reports to the Council which is not limited to the following: incident reports, flow of Council property records, gate pass, animal nuisances etc. and take swift action to rectify any non-conformity identified. Further compile and submit monthly report on a date to be specified by Council.
- i. Shift system

POST	SHIFT	NUMBER OF GUARDS
Council Offices	Day	1
Council Offices	Night	1

- J). Conduct entrance and exit control at the premises and buildings.
- k). Inform the relevant authorities of any threats to security.
- l). Monitoring and control of the security guards must be done by the appointed service provider on a daily basis through scheduled and unscheduled visits.

1.2 The purpose of access control is to prevent the unauthorized access of persons and vehicles and prohibit bringing in of any dangerous objects into the property in order to safeguard the individuals, property and the premises. This is to ensure the safeguarding of premises, individuals, vehicles and contents of the building, the bidder must do this in terms of the relevant applicable Acts:

4. TENDER COSTS

- 4.1 The Council will not be liable for any expense or loss, which may be incurred by any Tenderer in the preparation or submission of its Tender Response. The Tenderer is responsible for all costs associated with preparing a Tender Response.
- 4.2 Tenderers must, at their own expense, inform themselves of all circumstances and conditions relating to submitting a Tender Response and providing the service. This includes compliance with all legislation and satisfying themselves as to the correctness and sufficiency of the Invitation to Tender documentation.
- 4.3 The Council reserves the right not to accept any tender and to terminate the selection process at any time prior to contract award, without thereby incurring any liability to the Tenderers.

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5. PRELIMINARY EXAMINATION

Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the RFT without material deviations. The Procuring entity's determination of a Tender's responsiveness is based on the contents of the tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, the Procuring Entity shall reject it. The Tender must not subsequently be made responsive by the Tenderer by correction of the nonconformity. The Construction Industry Council will examine the tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order. The Construction Industry Council shall reject any Tender when:

- 5.1 The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;
- 5.2 The Tenderer refuses to accept the correction of an arithmetic error;
- 5.3 The Tenderer is not substantially responsive to the requirements of the RFT documents or the technical specifications;
- 5.4 The Tenderer has failed to comply with a request for clarification of Tenders.
- 5.5 If a Tender Security has been requested and this does not accompany the Tender.

6. ELIGIBILITY CRITERIA

The Council will require the tenderers to submit the following information alongside the Tenders:

- a) Company Profile
- b) Certified copy of valid Trading License
- c) Original and Valid Tax Compliance Certificate
- d) Certified/Valid Labour Compliance Certificate
- e) Certified copy of ENPF Compliance Certificate
- f) Certified copy of Form J and Form C (Company Ownership and Shareholding)
- g) Financial Statements for the previous year
- h) Names and Contacts of at least five (5) Reference Customers

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- j) Certified copy of Police Clearance for All company Directors (Not older than three months)
- k) Certified copy of proof of Legal Joint Venture (where necessary)
- l) Construction Industry Council General receipt E500.00 for payment of the tender document

Tenders must be bound in the order as listed above during opening with an index clearly listing all documents in the tender.

7. INSTRUCTIONS TO TENDERERS

Tenderers' attention is drawn to the general conditions of purchase and conditions of tender;

- 7.1 The tenderers are invited to submit for this assignment a Technical Tender and a Financial Tender, separately, as specified in the Data Sheet in Table 2 for security services required. The Tender will be the basis for contract negotiations and ultimately for a signed contract with the selected company.
- 7.2 The assignment shall be implemented within a period as stated in the Data Sheet.
- 7.3 The tenderers must familiarize themselves with the local conditions and take them into account in preparing their Tenders. To obtain first-hand information on the assignment and on the local conditions.
- 7.4 The tenderers are responsible for obtaining all licenses and permits needed to carry out this assignment.
- 7.5 All costs associated with preparing this tender document, are to be borne by the tenderer.
- 7.6 The Construction Industry Council requires that tenderers provide professional, objective, and impartial advice and at all times and hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments of their own.

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7.7 It is the Council's policy to require that Companies observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this service, the Council:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Board, and includes collusive practices among service providers (prior to or after submission of Tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Board of the benefits of free and open competition.
- b) will reject a Tender for award if it determines that the company recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c) will cancel the Contract with the company if at any time determines that corrupt or fraudulent practices were engaged in by representatives of the company during the selection process or the execution of that contract;
- d) will declare a company ineligible, either indefinitely or for a stated period of time, to be awarded a Board-financed contract if it at any time determines that the company has engaged in corrupt or fraudulent practices in competing for, or in executing, a council-financed contract; and
- e) Will have the right to require that, in contracts financed by the Council, a provision be included requiring service providers to permit the Council to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Council.

7.8 Service providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Board, in accordance with the above sub para 1.7 (d).



- 7.9** Service providers shall furnish information as described in the Financial Tender submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this Tender, and to execute the work if the company is awarded the contract.
- 7.10** Service providers shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 7.11** The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document. The contract award decision shall be taken by the appropriate approvals Authority, but the award decision does not constitute a contract.
- 7.12** Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores.

The notice shall be;

- a) Sent directly to all tenderers who submitted tenders by letter and where appropriate, by email; the notice of intention to award shall be sent and published on the ESPPRA website at least 10 days before the contract award.
- b) The Council shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.
- a) The Bid shall be valid for 120 days.

8. INFORMATION REQUIRED FROM TENDERERS

The Council will require the tenderers to submit the following information alongside the tender documents:

- i) Evidence of relevant experience.
- ii) A detailed reference list stating examples of similar work undertaken, stating the size of the establishment and the total cost of the work done.

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- a. The reference list must be a detailed listing of a contact name, address and telephone numbers of at least two recent (i.e. three years and less) clients who can be contacted in order to obtain a reference.
- iii) Qualification of staff to be assigned; Tenderers shall list all individuals that will be involved in this assignment and describe, in brief, their professional and/or academic background as well as their experience in executing similar work.
- iv) The Construction Industry Council's receipt as proof of purchase of the tender document / terms of reference must be attached as well.

9. MODIFICATION OR WITHDRAWALS OF TENDERS

- a) Tenderers may modify, or withdraw the tender prior to the deadline for the submission of Tenders.
- b) The modification or notice of the withdrawal shall be effective if it is received by the Council prior to the deadline for submission of tenders.

10. ADDENDUM FOR CLARIFICATIONS AND AMENDMENTS OF TENDER DOCUMENTS

- 10.1** The Council may vary, update or clarify the Invitation to Tender document at any time before the stated time and date for closing of the Invitation to tender through the issue of an Addendum. Such variations, clarifications or updates may emanate from the Council's own initiative or in response to a clarification requested by any Tenderer. Any amendment shall be communicated for the benefit of all potential tenderers. The Council may, at her discretion, extend the deadline for the submission of Tenders if the amendment is substantial.
- 10.2** No explanation or amendment to the Invitation to Tender will be binding unless in the form of an Addendum. Any Addendum issued under this clause will become part of this Invitation to Tender.
- 10.3** It is the sole responsibility of Tenderers to ensure that the contact details provided are correct and up-to-date in order for them to receive an Addendum.

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10.4 All queries relating to the Tender, technical or otherwise, must either be in writing form of a letter or by email only to welile@cic.co.sz and will be attended to by the Council only in respect of the queries received up to seven (7) days before the submission date. The Council will reply in respect thereof, to every query raised by the Tenderers in the manner specified.

10.5 Should the Tenderer find any discrepancy, error or omission in the RFT they shall notify the Controlling Officer (Chief Executive Officer) in writing as early as possible but in any event before the closing of Tenders. Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.

11. RIGHT TO REJECT BIDS

The Construction Industry Council reserves full and unconditional rights to reject the response to this Tender if it is not in accordance with its requirements and no correspondence will be considered by the Council in that matter. The conditions for rejection shall be if:

- a) It is received after expiry of the due date and time.
- b) It is not in conformity with the instructions mentioned in this tender document.
- c) It is not properly or duly signed.
- d) It is received through Fax/E-mail.
- e) It is incomplete including non-furnishing of the required documents.
- f) It is evasive or contains incorrect information.
- g) There is canvassing of any kind.
- h) It is submitted anywhere other than the place mentioned in the tender.
- i) The Company, its Directors and Alternative Directors not in good standing with the Construction Industry Council.

12. PREPARATION OF THE TENDER

12.1 The technical Tender shall not include any financial information.

12.2 While preparing the tender, Tenderers must give particular attention to the following;

- a) A brief description of the Tenderers organization and an outline of recent experience on assignments of a similar nature.

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- b) Any comments or suggestions on the list of services and facilities to be provided by the Tenderers.
- c) Submission of the wrong type of Tender will result in the tender being deemed non-responsive.
- d) The tender must remain valid for 120 days after the closing date of submissions.
- e) Tenderers are expected to take into account the requirements and conditions outlined in the tender document.

13. PRICING

13.1 Tenderers shall express all prices in Emalangeni (E).

13.2 Tender prices shall be inclusive of 15% VAT (where applicable)

13.3 Any form of levy or charge such as customs and excise, tax, sales duty, surcharge or discount must be included in the tender price(s).

13.4 Tender prices shall be in the form of a company unit price for each item on the recruitment Tender.

13.5 Unless otherwise indicated, prices shall allow for Labour, materials, transport, freight, overheads, profits and all other costs.

13.6 Any Schedule of Prices/Rates, which is included in the RFT shall be completed and lodged with the Tender.

13.7 Advance payment will not be made by the Council. The Service Provider is expected to have the capacity to perform all requested services and payment will be made by the Council 30 days after invoicing without any advance payment.

14. EVALUATION CRITERIA

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

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14.1 Pre-qualification

At tender opening, the Entity Tender Board (ETB) will only check for availability of statutory documents, there will be **no disqualification at tender opening**.

14.2 Technical Evaluation

Partial Offers will not be accepted. Only complete offers will be considered for this evaluation. Tenderers with a technical score of less than 80 marks will not proceed to the financial evaluation stage. The Technical Score will be weighted at 80% of the total score. Refer to Table 1 for detailed technical evaluation.

14.3 Financial Evaluation

The formula for Financial Evaluation score is the following:

$[Sf = 100 \times Fm/F]$, in which;

- Sf is the financial score,
- Fm is the lowest price and
- F is the price of the Tender under consideration.

Tenderers who will qualify for the opening of financial Tenders are those who would have passed the technical stage of the evaluation. The Financial Score will be weighted at 20% of the total score.

15. TECHNICAL EVALUATION

The Council intends to award the contract on the basis of proven ability by the Tenderer to carry out the assignment, a clear understanding of the issues, relevant experience, a rigorous approach to managing the collating of the available data and an ability to complete specific elements of the assignment on time. You are therefore required to ensure that your methodology and work plan is self-explanatory and you **MUST** link the work plan to the actual staff assigned. You must clearly show how each team member will contribute to the exercise.

Partial tenders will **not** be accepted. Only complete tenders will be considered for evaluation. Non-responsive Tenderers will **not** be evaluated. The scoring to be used for technical evaluation shall be as follows:

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Table 1: Criterion and points allocation

Criterion	Points Allocation
i. Specific Experience and Number of years the Company has provided security services.	0 - 1 year (4 marks) 2 - 3 years (8 marks) 4- 5 years (10 marks) Above 5 years (15 marks). (Being highest expected mark for the category)
i. Profile and relevant qualifications of supervisors	30 Marks
ii. Response to the technical terms of reference of the proposal	30 Marks
iii. Response to the technical terms of reference of the Tender	15 marks
iv. References from current clients	10 marks
TOTAL TECHNICAL SCORE	100 marks

Only Tenders that shall attain a minimum qualifying mark of 80 points in the technical evaluation shall qualify to move to the next stage of financial evaluation. The Financial Tenders will be opened and verified for accuracy and likewise ranked in order of highest to lowest.

The formulae for calculating the financial score shall be as follows:

Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Tender under consideration, or another proportional linear formula].

The two rankings for each company will be weighted first by 80% for the Technical Tender score ranking and then by 20% for the financial ranking. The sum of the two weighted values will be used to determine the overall ranking of the best submitted for award.

The lowest evaluated Financial Tender (F_m) will be given the maximum financial score (S_f) of 100 points. Tenders will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights: $T =$ the weight given to the Technical Tender; $P =$ the weight given to

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the Financial Tender; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The company achieving the highest combined technical and financial score will be invited for negotiations.

16. DATA SHEET

Table 2: Bidding Data Sheet

A.	General
1.	<p>Name of the Client: Construction Industry Council</p> <p>Project Name: REQUEST FOR TENDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL</p> <p>Tender Number: 01 of 2025/26</p> <p>Method of selection: Quality & Cost - based Selection (QCBS)</p>
B.	Bidding Documents
1.	An optional pre-Tender conference will be held: <u>NO</u>
2.	Technical and Financial Tenders to be submitted together: <u>(Yes, in separate envelopes)</u>
3.	<p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>The Chief Executive Officer Construction Industry Council P.O Box 5020 Mbabane Eswatini</p> <p>Tel: (+268) 2404 9848/ 8481/ 1497 Cell: (+268) 78021770</p> <p>Email: welile@cic.co.sz</p>
4.	The information required from bidders for Pre-qualification shall include the following:

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	<ul style="list-style-type: none"> a) A Company profile b) Certified copy of valid Trading License c) Original/Valid Tax Compliance Certificate d) Certified copy of current Labor Compliance Certificate e) Certified copy of ENPF Compliance Certificate f) Certified copy of Form J and Form C (Company Ownership and Shareholding) g) Financial Statements for the previous year h) Names and Contacts of at least five (5) Reference Customers i) Certified copy of a Certificate of Incorporation j) Certified copy of Police Clearance for All company Directors (Not older than three (3) months) k) Certified copy of proof of Legal Joint Venture (where necessary) l) Construction Industry Council general receipt of Five Hundred Emalangeni (E500.00) for payment of the tender document.
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C	Preparation of Bids
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1.	<p>The Client will provide the following outputs:</p> <p>REQUEST FOR TENDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL</p> <p>Clarifications may be requested up to seven (7) days before the submission date. All clarification shall be delivered or emailed to the person below;</p> <p>The Chief Executive Officer Construction Industry Council P. O. Box 5020 Mbabane Eswatini</p> <p>Tel: (0268) 2404 9894/8481/1497 Cell: (0268) 78021770 e-mail: welile@cic.co.sz</p>
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2.	Tenders should be submitted in the following language(s): English
3.	The currency of the Employer's country is Emalangeni .
	Authority for establishing the rates of exchange shall be The Central Bank of Eswatini .
4.	The Bid shall be valid for 120 days
5.	The Cost of RFT / Tender Document shall be E500.00
6.	The number of copies of the Bid to be completed and returned shall be (1 Original + 3 hard copies) separate for the Technical Bid and Financial Bid.
D.	Submission of Bids
1.	The Tender submission address is: The Chief Executive Officer Construction Industry Council P.O. Box 5020 Mbabane, Eswatini
2.	Name and Identification number of the contract. REQUEST FOR TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL
3.	The warning should read DO NOT OPEN BEFORE 22nd SEPTEMBER 2025
4.	The deadline for submission of bids shall be 22nd SEPTEMBER 2025
E	Bid Meeting, Bid Opening and Bid Evaluation
1.	Last date for submission of written queries for clarifications shall be submitted Up to seven (7) days before the submission date. 15th SEPTEMBER 2025
2.	Last date (deadline) for submission of bids shall on the 22nd September 2025 at 12:00 noon.
3.	Taxes: The amount payable by the Client to Service provider under the contract to be

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Annex 1 : TECHNICAL TENDER SUBMISSION FORM

[Insert Date]

To: The Chief Executive Officer

Construction Industry Council

P. O. Box 5020

Mbabane

Sir;

We, the undersigned, offer to provide the request for Tenders for security services for the Construction Industry Council , in accordance with your Request for Tender dated [Date] and our Tender.

We are hereby submitting our Tender, which includes this Technical Tender, and a Financial Tender sealed under a separate envelope.

We are submitting our Tender in association with: [insert a list with full names and addresses of each associated Consultant]

We hereby declare that all information and statement made in this Tender 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 Tender, i.e., before the date indicated in Paragraph reference 14 [Date] we undertake to negotiate on the basis of the proposed staff. Our Tender is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Tender is accepted, to initiate the consulting services related to the assignment not later than the period indicated in Paragraph Reference 11 of the Data Sheet.

We understand you are not bound to accept any Tender you receive.

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Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

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Annex 2: FINANCIAL TENDER SUBMISSION FORM

The Chief Executive Officer
Construction Industry Council
P.O. Box 5020
Mbabane

Dear Sir;

TENDER NO: 01 OF 2025/26 REQUEST FOR TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL

This company proposes to undertake the above assignment in accordance with your tender brief and have enclosed a technical brief in as requested.

The fee for this work would be Emalangeni
..... (in words) which is inclusive of all local taxes and incidental charges.

In the event that this company is selected to undertake the work it agrees to abide by the set guidelines. This company confirms that it will, to the best of its skill and knowledge, and without favour and prejudice, truly and impartially do the work laid before it.

SIGNED:

DATE:

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Annex 3: DECLARATION OF ELIGIBILITY FORM

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

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

To: The Chief Executive Officer

Construction Industry Council

P.O. Box 5020

Mbabane

Dear Sir;

RE: TENDER NO: 01 OF 2025/26 REQUEST FOR TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL

We hereby declare that: -

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;

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g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

SIGNED:

DATE:

Authorized Representative

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Annex 4 : BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[>>>Location>>>]

[>>>Date>>>]

RE: TENDER NO: 01 OF 2025/26 REQUEST FOR TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THE CONSTRUCTION INDUSTRY COUNCIL

To: The Chief Executive Officer

Construction Industry Council

P.O. Box 5020

Mbabane

Dear Sir;

We, the undersigned, declare that:

(a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;

(b) The schedule of prices of our Tender is attached.

(c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, 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 Tender that you receive;

Dated on _____ day of _____, _____ [insert date of signing] Name: [insert complete name of person signing the Tender] In the capacity of [insert legal capacity of person signing the Tender] Signed: [signature of person whose name and capacity are shown above] Duly authorised to sign the tender for and on behalf of: [insert complete name of Tenderer]

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Annex 5 : Table of fees and disbursements

DESCRIPTION / POSITION	UNIT PRICE (E)
1.Security Services	
2. Tenderers may include any other services they feel are necessary and have been left out.	
3.	
4.	
5.	

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17. GENERAL CONDITIONS OF CONTRACT

1. LAW GOVERNING CONTRACT

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

2. 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.

3. NOTICES

3.1 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.

3.2 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.

3.3 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 Council may approve.

3.4 Authority of Member in Charge

In case the Security company 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 Security company's rights and obligations towards Council under this Contract, including without limitation the receiving of instructions and payments from the Council.

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3.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Council or the Security company may be taken or executed by the officials specified in the SCC.

3.6 Taxes and Duties

The Security company, Sub-Security companys, 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.

4. FRAUD AND CORRUPTION

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

5. COMMISSION AND FEES

It is required that the successful Security company will disclose any commissions or fees that may have been paid or are to be paid to 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.

6. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.1 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.

6.2 Commencement of Services

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

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6.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 6.2, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

6.4 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 Tenders for modification or variation made by the other Party.

7. 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.

7.1 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.

7.2 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Security company 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.

8. TERMINATION

8.1 By Council , Council 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 Council shall give not less than thirty (30) days' written notice of termination to the Security company, and sixty (60) days' in the case of the event referred to in (e).

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

9. BY THE SECURITY COMPANY

The Security company(s) may terminate this Contract, by not less than thirty (30) days' written notice to the Council, 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 Council fails to pay any money due to the Security company 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 Security company that such payment is overdue.
- b) If, as the result of Force Majeure, the Security company is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Council fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

10. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Board shall make the following payments to the Security company:

- 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 reimbursement of any reasonable cost incident to the prompt and orderly termination of

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the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

11. OBLIGATIONS OF THE SECURITY COMPANY

11.1 General

11.2 Standard of Performance

The Security company 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 Security company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Council, and shall at all times support and safeguard the Council's legitimate interests in any dealings with Sub-Security company(s) or third Parties.

11.3 Conflict of Interests

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

11.4 Security company is Not to Benefit from Commissions, Discounts, etc.

The payment of the Security company pursuant to Clause GCC 6 shall constitute the Security company's only payment in connection with this Contract or the Services, and the Security company 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 Security company shall use their best efforts to ensure that the Personnel, any Sub-Security companys, and agents of either of them similarly shall not receive any such additional payment.

11.5 Security company and Affiliates Not to be Otherwise Interested in Project.

The Security company agrees that, during the term of this Contract and after its termination, the Security company and any entity affiliated with the Security company, as well as any Sub-Security company(s) and any entity affiliated with such Sub-Security company s, shall be disqualified from providing goods, works or services (other than consulting services) resulting

from or directly related to the Security company's Services for the preparation or implementation of the project.

11.6 Prohibition of Conflicting Activities

The Security company shall not engage, and shall cause their Personnel as well as their Sub-Security company(s) 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.

11.7 Confidentiality

Except with the prior written consent of the Council , the Security company 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 Security company and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

11.8 Insurance to be Taken Out by the Security Company

- a) The Security Company shall take out and maintain, and shall cause any Sub Security company(s) to take out and maintain, at their (or the Sub-Security company s', as the case may be) own cost but on terms and conditions approved by the Council, insurance against the risks, and for the coverage, as shall be specified in the SCC; and
- b) at the Council's request, shall provide evidence to the Board showing that such insurance has been taken out and maintained and that the current premiums have been paid.

11.9 Security company's Actions Requiring Agency's Prior Approval.

The Security company shall obtain the Board'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.

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12. REPORTING OBLIGATIONS

- a) The Security company shall submit to the Council 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.
- b) Final reports shall be delivered in softcopy in addition to the hard copies specified in said Appendix.
- c) The consultant will work closely and report periodically to the the Acting Chief Executive Officer.

12.1 Documents Prepared by the Security company to be the Property of The Council

- a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Security company under this Contract shall become and remain the property of the Council, and the Security company shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Council, together with a detailed inventory thereof.
- b) The Security company may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

13. SECURITY COMPANY'S PERSONNEL

13.1 Description of Personnel

The Security company shall employ and provide such qualified and experienced Personnel and Sub-Security company(s) as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Security company's Key Personnel are described in Appendix C. The Key Personnel and Sub-Security company(s) listed by title as well as by name in Appendix C is hereby approved by the Council.

13.2 Removal and/or Replacement of Personnel

Except as the Council may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Security company, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel.

Security company shall provide as a replacement a person of equivalent or better qualifications.

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- i. committed serious misconduct or have been charged with having committed a criminal action, or
 - ii. have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Security company shall, at the Board's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Board.
- b) The Security company shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

14. OBLIGATIONS OF THE COUNCIL

14.1 Assistance from the Council

The Council shall use its best efforts to provide the Security company such assistance as specified in the SCC.

14.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Security company in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Security company 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.

14.3 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 reimbursable is provided in Appendices D and E.

14.4 Terms and Conditions of Payment

Payments will be made to the account of the Security company 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 Security company 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 Council 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 Security company has submitted an invoice to the Council specifying the amount due.

14.5 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.

15. SETTLEMENTS OF DISPUTES

15.1 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.

15.2 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.

18. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. The corresponding clause number of the GCC is indicated in the General Conditions. Whenever there is a conflict, the provisions in the Special Conditions of Contract shall prevail over those in the General Conditions of Contract.

19.1 GCC Clause no 1.1 GCC subject Special Condition(s)

(a) Name and address of the Procuring Entity and the Supplier

Procuring Entity:

Client: Construction Industry Council

Address: P.O. Box 5020, Mbabane

Phone: 24049848

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Contact Person: Welile Shongwe-Dlamini

Supplier:

Address:

Phone:

Contact Person:

1.2 Performance Security:

1.3 The amount of the Performance Security

1.4 The format of the Performance Security

2. Inspections and Tests:

2.1 Inspection(s) or tests: No Inspection

3. Packing:

3.1 Packing, Marking and Documentation

4. Delivery and Documents:

5. Delivery of the Goods:

5.1 Document to be delivered by the supplier:

6. Insurance

7. Incidental Services

8. Spare Parts

9. Warranty

10. Payment:

10.1 The method and conditions of payment: Payments shall be made promptly by the Procuring Entity, but in no case later than twenty-one (21) days after submission of an invoice or claim by the Supplier accompanied by a letter of satisfactory inspection from an Official at the delivery point.

11. Liquidated Damages: Liquidated damages will apply to any delayed portion of the contract and will be a deduction of payment equivalent to half of one percent (0.5%) of the value of the delayed portion per week of delay up to a maximum of 10% (Ten percent).

12. Notices:

12.1 Procuring Entity's address for notice purposes:

12.2 Supplier's address for notice purposes:

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19. PERFORMANCE SECURITY FORM

To: Construction Industry Council
P. O. Box 5020, Mbabane.
Ligwalagwala House, Plot 427, JSM Matsebula Street, Queensgate Mbabane,
Mbabane
Eswatini.

WHEREAS.....(hereinafter

Called “ the Supplier) has undertaken, in pursuance of Contract No.....

[reference number of the contract] date.....2025 to supply and deliver vehicles
HEREINAFTER CALLED “THE Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish
you with a bank guarantee by a reputable Financial Institution for the sum specified therein as
security for compliance with the Contractor’s performance obligations in accordance with the
Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby afcompany that we are Guarantors and responsible to you, on behalf of
the Contractor , up to a total of.....

(amount of the guarantee in words and figures),and we undertake to pay you, upon your first
written demand declaring the Contractor to be in default under the Contract and without cavil
or argument, any sum or sums within the limit of
.....(amount of guarantee) as aforesaid, without
your needing to prove or to show grounds or reasons for your demand or the sum specified
therein.

This guarantee is valid until theday of.....2025

Signature and seal of the Guarantors

.....

(name of the bank or financial institution)

.....

(address)

.....

(date)

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