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FORM TECH-8 DECLARATION OF INTEREST

DECLARATION FORM

1. Any legal or natural person, excluding any permanent employee of EHB, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism. Should the resulting tender, or part thereof be awarded to-
 - a. Any person employed by the EHB in the capacity of supplier, consultant or service provider, or
 - b. Any person who acts on behalf of EHB
 - c. Any person who having kinship, including blood relationship, with a person employed by, or who acts on behalf of EHB; or
 - d. Any legal person which is in any way connected to any person contemplated in paragraph (a) , (b),or (c),

It is required that:

The Tenderer or his/her authorized representative shall at submission of the tender document declare his /her positions vis-à-vis EHB and/or take an oath declaring his/her interest, where it is known that any such relationships exists between the Tenderer and a person employed by EHB in any capacity.

2. Does such a relationship exist?

YES/NO

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information)

NAME
 POSITION
 OFFICE WHERE EMPLOYED
 TELEPHONE NUMBER
 RELATIONSHIP

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NAME
POSITION
OFFICE WHERE EMPLOYED
TELEPHONE NUMBER
RELATIONSHIP

3. Failure on the part of the Tenderer to fill in and/or sign this certificate may be interpreted to mean an association as stipulated in paragraph 1, above, exists.

4. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *above*, and it is subsequently known that false information was provided in response to the above question, EHB may, in addition to any other remedy it may have
 - a. Recover from the supplier all costs, losses or damages incurred or sustained by EHB as a result of the award of the contract; and/or
 - b. Cancel the contract and claim any damages, which EHB may suffer by having to make less favorable arrangements after such cancellation.

.....
SIGNATURE OF DECLARANT

.....
TENDER NUMBER

.....
DATE

.....
POSITION OF DECLARANT

.....
NAME OF COMPANY OR TENDERER



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Section 5. FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 7 of the Instructions to Consultants.

FIN-1 Summary of Costs



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FORM FIN-1 SUMMARY OF COSTS

Item	Costs		
	Amount Excl. VAT	VAT	Amount Including VAT
Total Costs of Financial Proposal			

Includes all taxes.



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GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Employer and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Pricing Form" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- d) "The Services" means the various maintenance and emergency repair services that are the subject of this contract and/or other materials which the Service Provider is required to supply to the Employer under the Contract.
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "The Employer" means the organization purchasing the Services as named in the General Conditions of Contract.
- g) "Service Provider" is a person or corporate body who's Tender to provide the Services has been accepted by the Employer
- h) "Day" means calendar day.

2 APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3 LANGUAGE

- 1.1 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.

4 QUALITY OF SERVICES

The Service Provider shall perform the Services in accordance with the Specifications and the Pricing Forms, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe



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methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties. 15

5 APPLICABLE LAW

5.1 This Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Eswatini.

6 CONTRACT EFFECTIVENESS

6.1 This Contract shall come into effect on the date the Contract is signed by both parties.

7 LOCATION FOR PROVISION OF SERVICES

7.1 The Services shall be performed at such locations as are specified in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

8 USE OF CONTRACT DOCUMENTS AND INFORMATION

8.1 The Service Provider shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

8.2 Any document, other than the Contract itself, enumerated in GCC Clause 8.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service Provider performance under the Contract if so required by the Employer .

9 PRIOR APPROVAL FROM EMPLOYER

The Service Provider shall obtain the Employer'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) Changing the Program of activities; and
- d) Any other action that may be specified in writing



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DECLARATION OF ELIGIBILITY (In Company Letterhead)

[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 Secretary of the Tender Committee Eswatini Housing Board

P.O. Box 798 Mbabane

Dear Sirs,

Re: Tender Reference: RFP Tender No. 01 of 2022/2023 Salary Review

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 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;
- 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.



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Signed

Authorised Representative

Date



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Tender Checklist

Confirm if the following items are all in order and sign off **(N.B filing of documentation should follow the below order)**.

Item	Tick if in order
Valid Trading License.	
Original Tax Compliance Certificate.	
Form J	
VAT Registration certificate (if applicable)	
Valid ENPF Compliance Certificate	
Valid proof of Labour Compliance	
Directors' Identity Document	
Proof of tender Payment	
Police clearance for company directors	
Detailed company profile	
Atleast 3 relevant references	
Valid Trading License.	
Original Tax Compliance Certificate.	

I/we confirm that I/we have thoroughly read the tender document and completed all sections that needed to be filled and attached all required documents. I/we also certify that the information furnished in this tender is correct.

Name: _____

Signature: _____

Date: _____



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EHB TENDERER INFORMATION

1. Name of Company

2. Company history

3. List of relevant experience and their costs

4. Detailed Works Program

6. Project Team structure



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7. Email Address

