

documents are collected).

6.12 Incomplete Tenders

Tenderers must complete all required information for the tender. Tenders which are incomplete (i.e., leaving blanks and or not supplying information as required will **NOT** be considered.

6.13 Services Required

PSPF considers quality of service very important as poor- quality service has a lot of hidden operational costs which in turn cost PSPF a lot of money. Failure to adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in PSPF tenders.

6.14 Language of Tender

All correspondence shall be in English.

6.15 Laws of Eswatini

Tendering Companies are advised to familiarize themselves with the Laws of Eswatini.

6.16 Tender Validity Period

Tenders shall remain valid and open for acceptance for **One Hundred and Eighty (180) days** from the date of the Tender opening. A proposal valid for a shorter period may be rejected. In exceptional circumstances, the Fund may solicit the proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

6.17 Currency

The Tenders shall be priced in Emalangeni or Rands. Payment to the successful tenderer will be in Emalangeni or Rands only.

6.18 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders, PSPF is not bound to accept the lowest priced or any tender.

6.19 Expenses of Tender

PSPF will not be responsible for the expenses which may be incurred by the Tenderer in the preparation of the Tender.

6.20 Tender Price Summary

Tenderers must present their financial proposal separate from the technical proposal and failure to do so shall cause the tender to be rejected.

6.21 Submission of Tender

The Tenderer must return tender document consisting of:

- a) Company profile
- b) Original and Valid Tax Compliance Certificate
- c) Certified Copy of Valid Trading License
- d) Certified Copy of Form J & C and any other similar forms showing the directors and shareholders of the bidding firm
- e) Certified Copy of Certificate of Incorporation
- f) Valid FSRA Investment Advisory License or FCSA License
- g) Police Clearance for Directors & Partners or affidavits of non-conviction
- h) Names and contacts of at least five (5) reference customers
- i) Proof of E1,000 payment for tender document
- j) Declaration of eligibility form signed
- k) Detailed technical proposal
- l) Financial Proposal
- m) Banking details.

These documents should be submitted not later than the date specified in the tender notice either physically or electronically to PSPF. They will be opened in a room designated for this purpose, at the premises of PSPF. The purpose of this public opening is to record the names of Tenderers having submitted proposals by the due date and time. Only technical

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proposals will be opened at the public opening. The financial proposals will not be opened. Proposers who submitted proposals are welcome to send one (1) representative, with proper authorization from their company, to observe the opening and recording of proposals received.

6.22 Contact Person at PSPF

All inquiries relating to this tender must be addressed to the Secretary of the Tender Committee, at tenders@pspf.co.sz or **Call: (+268) 2411 9000, not later than 12 Noon on Friday 1st September, 2023**. PSPF will respond in writing via electronic mail and send responses to all firms that have shown interest in submitting a proposal.

6.23 Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

6.24 Notice of Intention to Award Contract

An intention to award notice indicating the name of the best-evaluated tenderer, the value of the proposed contract, and any evaluation scores shall be communicated to all tenderers who submitted tenders. The notice of intention to award will be sent and published to the ESPPRA website at least 10 working days before the contract award.

6.25 Instructions as part of the Contract

The above-mentioned instructions will form part of the contract.

6.26 Withdrawal Modification or Substitution

PSPF shall allow requests for withdrawal, modification, or substitution of submitted proposals from consultants as long as the deadline has not elapsed. Such requests shall be in writing as addressed to the tender submission address provided.

7.0 CONDITIONS OF CONTRACT

7.1 Definition

“Purchaser” is Public Service Pensions Fund (PSPF).

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“Days” refer to calendar days.

7.2 General conditions and notices

Any notice or other communication whatsoever that PSPF is required to give or make to the Tenderer in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Tenderer at the last place of abode or business of the Tenderer and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of the post have been delivered.

7.3 Tenderer not to sublet the contract

The contract shall be considered as a contract made in Eswatini and subject to the “Law of Contract” in Eswatini.

The Tenderer shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract without the previous consent in writing of PSPF.

7.4 Variations

The price shall not be subject to any adjustment whatsoever during the contract period.

7.5 Payment Terms and Conditions

Payment will be effected on a quarterly basis against invoices which should be delivered within 15 days of the subsequent month. Payment will be made within 7 days from the date of receipt of each invoice.

7.6 Breach of terms and conditions

In case the parties shall be in breach of any of the terms and conditions of this agreement.

7.7 Termination by PSPF

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PSPF may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt, breach the terms and conditions of the contract, or is otherwise insolvent. In this event, the termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the insured.

7.8 Resolution of Dispute

PSPF and the Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

7.9 Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the purchaser and the seller have been unable to resolve amicably a contract, the dispute will be referred for adjudication or arbitration in accordance with the laws of Eswatini.

7.10 Contractor Liable for all Taxes, Duties, Fees, etc.

The Tenderer shall be entirely responsible for all taxes, duties, license fees, etc. incurred.

8.0 DECLARATION OF ELIGIBILITY FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[>>>Name of Advisory firm, Address, and Date>>>]

To:

**Chief Executive Officer,
Public Service Pensions Fund
The Ground Floor
Ingcamu Building
Mhlambanyatsi Road**

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MBABANE

Eswatini

Dear Sir

PSPF/RFP/08/2023 – PROVISION OF INVESTMENT ADVISORY SERVICES.

We hereby declare that: -

- a) We 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 are not the subject of legal proceedings for any of the foregoing.
- c) We have fulfilled our obligations to pay taxes and social security contributions.
- d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings.
- e) We do not have a conflict of interest in relation to the procurement requirement.
- f) We do not have any of our directors or officers, convicted of any criminal offense 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; and
- g) 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

Authorized Representative

Date

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9.0 REFERENCES

The respondent is required to provide relevant references relating to work of a similar nature and/or comparable in size to this project.

Each reference should contain the following information as a minimum:

- i. Organization name
- ii. Contract cost in Emalangeni or Rands
- iii. Contract Duration
- iv. Name, address, and other relevant particulars of the client
- v. Name, position, and contact details of the client's principal contact
- vi. Nature and scope of the assignment
- vii. Personnel involved in the contract and their roles.

10.0 FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal]

The tenderer must provide a signed declaration in the following format on company letterheads:

[Name of tenderer, Address & Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide investment advisory services for in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(/ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 15 of the RFP Document.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 3 of the RFP Document.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to the preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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**ANNEXURE 1
SUBMISSION CHECKLIST**

REQUIREMENT	Available / not available (Please tick <input type="checkbox"/> or cross X as appropriate)
a. Company Profile	
b. Certified FSRA License or FCSA Licence	
c. Original Valid Tax Compliance Certificate	
d. Certified copies of Form J and Form C	
e. Certified Copy of Valid Labour Compliance Certificate.	
f. Names and contacts of at least 5 reference customers preferably in the Defined Benefit Funds/ Government Employee Pension Funds	
g. CVs of key personnel (Lead Consultant, Assistant Consultant, Consulting Team)	
h. Police Clearance Reports for Directors and Key Personnel	
i. Technical Proposal presented in a separate envelope, sealed/mailed as a password-protected document; and addressed accordingly	
j. Financial Proposal presented in a separate envelope, sealed/mailed as a password-protected document; and addressed accordingly	
k. Name of contact person for the Tender	
l. Certified Copy of Certificate of Incorporation	
m. Proof of payment for Tender Document	
n. Certified Copy of Indemnity Insurance Policy	

NB: Please submit the checklist attached on the first page of tender documents. The documents must follow the sequence on the checklist.

Signature

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FORM B: 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>>>]

Procurement Reference No: [>>>insert Tender number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs,

We, the undersigned, declare that:

- a. We offer to provide the service for in conformity with your invitation to tender;
- b. The schedule of prices of our proposal is attached;
- c. Our tender shall be valid for a period of 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 proposal that you receive.

Dated on Day of

Name:.....

In the capacity of

Signed:.....

Duly authorized to sign the tender for and on behalf of:.....

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FORM D TENDERER'S DESIGNATED LIAISON

Tenderers must indicate below a single designated contact person, through whom all communications between PSPF and the company will take place:

Contact Name: _____ Designation: _____

Signature: _____ Telephone: _____

Fax: _____ Email: _____

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Form FIN-2 Summary of Costs

a. Item	Cost			
	Amount (E)			
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

b. Footnote: Payments will be made in the currency(/ies) expressed above.

Annexure A – Team Members

Annexure No	Name of Individual	Status/Position	Qualifications	Professional Certification	Area of Expertise	Years of relevant Experience	Membership/ Affiliation Body (e.g. CIMA, ACCA)
		e.g. Director or Senior Manager	e.g. Masters in	e.g. CA(SA)		e.g. • 6 years Investment appraisal • 3 years Investment appraisal and advisory	e.g. • - Fellow member • - Associate member • - Individual member