

# PUBLIC SERVICE PENSIONS FUND



## REQUEST FOR PROPOSAL FOR THE SUPPLY OF CORPORATE LADIES UNIFORM

REFERENCE: PSPF RFP 07/2023

|                        |   |
|------------------------|---|
| <b>PURPOSE</b>         | <b>TO PROCURE PSPF CORPORATE LADIES UNIFORM</b> |
| <b>SUBMISSION DATE</b> | <b>FRIDAY 8<sup>TH</sup> SEPTEMBER, 2023</b>    |

**Disclaimer** PSPF RFP 04/2023

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## 1. INVITATION TO TENDER

### REQUEST FOR PROPOSALS FOR THE SUPPLY OF CORPORATE LADIES UNIFORM FOR THE PUBLIC SERVICE PENSIONS FUND (PSPF): PSPF/RFP/07/2023

1. Tenders are hereby invited from suitably qualified service providers to supply corporate ladies uniform to the Public Service Pensions Fund (PSPF).

Terms of reference may also be accessed from the websites of Eswatini Public Procurement Regulatory Agency (ESPPRA): [www.esppra.co.sz](http://www.esppra.co.sz) and PSPF's website: [www.pspf.co.sz](http://www.pspf.co.sz)

Tenders should be submitted with original receipt as proof of payment of a non- refundable tender fee of **E1000.00**. Tenders should be emailed to [tenders@pspf.co.sz](mailto:tenders@pspf.co.sz)

- The closing date for submission of tenders and opening is **Friday 8<sup>th</sup> September, 2023** at **12H00**. Late, incomplete, telefaxed, or telegraphic tenders will **NOT** be considered. Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender must be addressed to the Secretary of the Tender Committee and email - [tenders@pspf.co.sz](mailto:tenders@pspf.co.sz) or **Call: (+268) 24119000**.
- The Fund will respond in writing via electronic mail and will send responses to all companies that have shown interest to submit a proposal. Should the Fund deem it necessary to amend the Tender document as a result of a clarification, it shall do so by issuing an addendum to be circulated via electronic mail. Should the amendment be substantial, the Fund may extend the deadline for submission of proposals.

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## 2. GENERAL INFORMATION

The Public Service Pensions Fund (PSPF) is a public organization that was established in 1993 for the management and administration of pensions for government (public sector) employees. The scheme is run as a Defined Benefit (DB) pension.

## SCOPE OF WORKS

### 3. REQUEST FOR PROPOSAL

PSPF is seeking a service provider with a proven record to supply corporate ladies uniform. Respondents should clearly provide details on the quality of the uniform they provide.

## TERMS OF REFERENCE

### 4. PURPOSE OF EXERCISE

The purpose of the exercise is to get a service provider who will supply PSPF with a quality corporate ladies' uniform. The uniforms must exude professionalism in a manner befitting the Fund's Corporate Image. The engagement with the service provider will be for the financial year 2023/24.

### 5. SCOPE OF WORK GUIDELINE:

5.1. The successful consultant will be expected to;

- a) Supply corporate uniform for 38 ladies.
- b) Specifications

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| Item                            | Description  | Colour                        | Fabric                              | Style (Variety)                            |
|---------------------------------|--|-------------------------------|-------------------------------------|--|
| Suit(Jacket & Bottoms           | Two Piece- elegant & professional suiting (Long, $\frac{3}{4}$ and short sleeves | 4 Available Corporate Colours | Viscose/Polyester/ spandex          | Skirts (4)<br>Slacks (4)<br>Capri Pants(4) |
| Tops                            | Blouse, Shirt, Camisole  | 4 Available Corporate Colours | Pure cotton, poly cotton, polyester | Plain, fine dots, fine print, fine stripe. |
| Dresses                         | Shift dress  | 4 Available Corporate Colours | Viscose/Polyester/ spandex          | 3 different neck cuts                      |
| Waist coats/ Sleeveless jackets | Waistline, Buttock length, thigh length.   | 4 Available Corporate Colours | Viscose/Polyester/ spandex          | 3 different styles per cut.                |
| Scarf                           | Short & Long   | 4 Available Corporate Colours | Polyester                           | 3 different cuts.                          |
| Swatch(es)                      | Variety - All required colours   |                               |                                     |  |
| Pricelist                       | All above items  |                               |                                     |  |
| Samples                         | All colours, fabric and styles.  |                               |                                     |  |

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## 5.2. Technical proposal with the following:

- Company profile-demonstrating experience in similar programmes.
- Similar jobs to the work at hand. (5 references in the last 5 years, 2018 - 2023)
- The Passing mark for Technical Evaluation will be 70%.
- A detailed method statement stating the overall approach and proposed programme of implementation.

## 5.3. Final Proposal

- Service provider shall prepare and submit samples within one month from date of appointment. PSPF shall provide the necessary feedback to enable service providers to prepare final samples which are to be submitted within two (2) weeks from date of receipt of PSPF's feedback.

## 6. LIAISON

The service provider shall work directly with the Director Corporate Services of PSPF.

## 7. KEY DELIVERABLES

- Formal ladies corporate uniform, colour-fast, with material of high quality.
- Jackets, skirts and pants should be of the same material.
- The service provider must deliver the items within 3 months after letter of appointment.

## 8. KEY DEADLINES

- The start date shall be within 1 week after receipt of letter of appointment.

## 9. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

Tenderers may modify or withdraw the tender prior to the submission deadline. The modification or notice of withdrawal shall be effective if it is received by the Fund prior to the proposal submission deadline.

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## SECTION A - TENDER EVALUATION PROCESS AND CRITERIA

Tender shall be evaluated using, but not limited to the following evaluation criteria.

There are five components in the tender evaluation process, four of which are non-Financial and the last one being financial. These are set out below:

Please note the following:

- A preliminary evaluation will be undertaken in criterion 1 to determine compliance on whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (Yes or No) will be used when evaluating the submission of eligibility documents. A bidder who fails to submit the documents as required in criterion 1 may be disqualified from further evaluation.
- A tender which obtains less than 70% of the total points allocated to criterion 1 to 4, Resource and Capability Assessment, Technical Assessment, Risk Assessment and Customer Service, shall be deemed to be non-responsive and eliminated from further evaluation.

### 10. EVALUATION CRITERIA

#### A. Responsiveness of Tender Assessment

This will determine whether:

- a. All required documentation and information have been submitted.
- b. All the tender documents have been appropriately signed and authorised.
- c. The document has been submitted are in the correct format.
- d. The correct number of legible copies has been submitted.

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The bids shall be evaluated as shown in the table below and it constitutes a preliminary assessment, to assess compliance with the preliminary checklist and will be determined on a Yes or No basis.

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| Criteria Elements   | Criteria Weighting Factors |
|---|----------------------------|
| <p><b>Responsiveness of Tender (YES/NO)</b></p> <ul style="list-style-type: none"> <li>all required documentation and information have been submitted;</li> </ul> <p>The following weightings shall apply:</p> <p>Checklist as attached in Section B of this document.</p> <ol style="list-style-type: none"> <li>Company Profile.</li> <li>Valid Certificate of Incorporation.</li> <li>Current (Financial Year) Form J and Form C.</li> <li>Valid Tax Compliance Certificate.</li> <li>Certified copy of valid Trading License.</li> <li>Certified Copy of valid Labour Compliance Certificate.</li> <li>Valid Police Clearance for all Company Directors.</li> <li>CVs of key personnel and project team leader with 5 years relevant experience</li> <li>The company's audited annual financial statements for the past two (2) years.</li> <li>Three (3) traceable references of verifiable similar assignments (Reference Letters).</li> <li>Financial proposal presented in a separate envelope, sealed and addressed accordingly.</li> <li>Name of contact person for the tender and contacts details e.g email and telephone number</li> <li>Proof of E1000.00 payment for the Tender Document</li> <li>Signed Declaration of Eligibility Form</li> <li>Signed Financial Proposal Submission Form</li> </ol> <ul style="list-style-type: none"> <li>all the tender documents have been appropriately signed and authorized;</li> <li>the document has been submitted in the correct format;</li> <li>The correct number of legible copies has been submitted.</li> </ul> | <p>YES/NO</p>              |

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## TECHNICAL EVALUATION

The technical evaluation will be composed of 3 key elements namely; Resources and Capability Assessment, Technical Assessment, Risk Assessment and Customer Service as summarised in the table below.

### B. RESOURCES AND CAPABILITY ASSESSMENT

This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory back up. Where appropriate, reference checks are essential and must cover aspects such as:

- i) The Tenderer's track record: i.e. past performance of similar contracts; industry knowledge;
- ii) The availability of trade references (A list of at least three suitable references is to be provided to support this process);
- iii) The contractors' managerial and expertise capacity (as evidenced by sound management practices as well as qualifications, experience and extent of involvement/availability of key personnel and supervisory staff) to deliver the services.

### C. TECHNICAL ASSESSMENT

The technical assessment will establish whether the tender meets the requirements set out in the specification and, if not, the significance of any variation from that specification.

### D. RISK ASSESSMENT

The assessment will establish all risk factors which may be prejudicial to PSPF and performance of the contract. This may include ascertaining the integrity and general

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conduct in business dealings, professional conduct of the tenderer’s directors and senior management; compliance with the law and encumbrances which may hinder due performance under the contract. This may involve investigations into whether any of the directors and senior managers have criminal records in connection with corruption, fraud, theft or forgery; financial track record of the tenderer, etc.

**E. CUSTOMER SERVICE**

Tenderers must clearly demonstrate their approach for providing excellent customer service during the lifetime of the contract. This must include, but not limited to, the provision of after sales service and support, returns policy and procedure for dealing with faulty goods.

|  |    |
|--|----|
| <b>Technical Evaluation</b>  |    |
| <p><b>1. Resources and Capability</b></p> <ul style="list-style-type: none"> <li>• Reputation/brand/size of Tenderer;</li> <li>• Key personnel, relevant qualification(s) and relevant experience;</li> <li>• Trade references (written letters)</li> <li>• Delivery Timelines</li> <li>• Financial capacity to supply the products (based on Audited Financial Statements)</li> </ul> | 20 |
| <p><b>2. Technical Capability</b></p> <ul style="list-style-type: none"> <li>• Quality of the product/service, i.e. extent to which it meets tender specification or scope.</li> <li>• A list of 3 relevant/similar current customers/current work for the past two years.</li> </ul>  | 15 |

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|  |           |
|--|-----------|
| <p><b>3. Risk Assessment</b></p> <ul style="list-style-type: none"> <li>• All risk factors which may be prejudicial to PSPF 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;</li> <li>• Size of the tender in relation to the size of the company in order to determine the ability to complete the tendered works;</li> <li>• Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor's directors and senior management;</li> <li>• Compliance with the law</li> <li>• Circumstances which may expose PSPF and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc.</li> </ul> | 15        |
| <p><b>4. Customer Service</b></p> <ul style="list-style-type: none"> <li>• Tenderers must clearly demonstrate their approach for providing excellent customer service during the lifetime of the contract. This must include, but not limited to, the provision of after sales service and support, returns policy and procedure for dealing with faulty goods.</li> </ul>   | 20        |
| <p><b>Total Technical Points</b></p>   | <b>70</b> |

***NB: Tenderers who meet a minimum technical score of 70% shall qualify for the Financial Evaluation.***

## F. Evaluation of Financial Proposals

This will entail identification of all relevant costs including capital costs in Emalangeni to PSPF. The lowest evaluated Financial Proposal (FP) will be given the maximum financial score (Fs) of 100 points. The financial scores of all other proposals will be computed as follows:

$F_s = 100$  multiplied by lowest cost proposal (amount) divided by the amount of the proposal being evaluated.

**The final score will be: 70% Technical Score and 30% Financial Score.**

| <b>Financial Evaluation</b>   |           |
|---|-----------|
| <ul style="list-style-type: none"><li>• Fees for the conducting exercise</li><li>• Fees for the Consultants</li><li>• Disbursements</li><li>• Any other relevant charges</li><li>• All related taxes</li><li>• Pricing / Costs in Emalangeni</li><li>• Payment terms and conditions</li><li>• Clear reflection of all taxes to be charged</li></ul> | 30        |
| <b>Total Financial Points</b>   | <b>30</b> |

## 11. DELIVERY DATE

- a) The closing date for the submission of both the technical and financial proposals is **Friday 8<sup>th</sup> September, 2023 at 12 Noon.**

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b) The Technical and Financial Proposals must be emailed in two separate folders clearly marked as follows:

1. **“TECHNICAL PROPOSAL”**

2. **“FINANCIAL PROPOSAL”**

c) Queries and requests for clarification must be emailed to: [tender@pspf.co.sz](mailto:tender@pspf.co.sz)

## 12. COMPLETION OF THE EVALUATION PROCESS / INTENTION TO AWARD NOTICE

The evaluation process shall be concluded within a period of four weeks after the proposals submission date. An intention to Award Notice shall be sent to all consultants and shall also be published on the ESPPRA website at least 10 working days before the contract award.

## 13. INSTRUCTIONS TO TENDERERS

a. The submission must be made in two separate envelopes and must be clearly marked as follows:

- **RFP/CLU 07/2023 – Technical Proposal**
- **RFP/CLU 07/2023 - Financial Proposal**

b. Proposals should be deposited in the PSPF Tender Box at the Ground floor of Ingcamu Building by **Friday 8<sup>th</sup> September, 2023** not later than **12 Noon**.

c. Late submissions, hand delivery, telephone and fax submissions will not be accepted.

e. Proposals should be valid for **120** calendar days from closing date of accepting proposals.

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- f. Quoted prices must be stated in Emalangeni and should remain fixed for the duration of the contract.
- g. Prices should clearly distinguish between consultancy fees and taxes and the total must be inclusive of tax. Price variations will not be accepted.
- h. Submissions should include the preliminary checklist:
  - i. A current Trading Licence
  - ii. An original/Valid Tax Compliance Certificate
  - iii. A statement of Shareholders / Directors (Form J and Form C)
  - iv. A Certificate of Incorporation
  - v. A Labour Compliance Certificate
  - vi. Certified Copies of IDs of Directors
  - vii. Police Clearance for Directors
  - viii. A company profile with CVs of key personnel and project team leader with 5 years relevant experience.
  - ix. At least three (3) relevant references (reference letters)
  - x. Proof of E1000.00 payment for the Tender Document.
- i. Proposals must be in **ENGLISH** language.
- j. The Fund reserves the right to cancel, suspend or reject any or all the proposals without divulging the reasons to any of the Bidder(s)
- k. The Fund is not bound to accept the lowest bid or to incur any expenses in the preparation of the tender submission.

#### 14. REQUESTS FOR CLARIFICATIONS

- a) Requests for clarifications must be in writing and must be emailed to [tenders@pspf.co.sz](mailto:tenders@pspf.co.sz) , not later than **Thursday 24<sup>th</sup> August,2023**.

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- b) Information requested shall not be unreasonably withheld.
- c) If for whatever reason, it becomes necessary to make amendments or additions to the Terms of Reference, an addendum will be issued.
- d) All proposals submitted will be treated with the strictest confidence and remains the property of the Fund and shall not be passed on to third parties unless required by Law.

## **15. INSTITUTIONAL ARRANGEMENTS AND JOINT VENTURES**

The tenderer must be a single legal entity and must disclose any partnerships or joint ventures entered for purposes of this tender. The Fund shall enter into a single contract with a single entity for the delivery of the contract.

## **GENERAL CONDITIONS OF CONTRACT**

### **16. DEFINITIONS**

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

- a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Suppliers under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the materials which the Supplier is required to supply to the Procuring Entity under the Contract.

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d) "The Services" Means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

e) "The Procuring Entity" means PSPF.

f) "The Supplier" means the individual or firm supplying the Goods under this Contract.

## 17. APPLICATION

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

## STANDARDS

**18.** The Goods supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods' country of origin. Such standards shall be the latest issued by the concerned institution.

## 19. USE OF CONTRACT DOCUMENTS AND INFORMATION

a. The Supplier shall not, without the Procuring Entity'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 Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

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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.

- b. The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.
- c. Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

## 20. PATENT RIGHTS

The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

## 21. PACKING

- a. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

## 22. DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier shall be specified in the Contract.

## 23. INSURANCE

The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

## 24. TRANSPORTATION

Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named 16 by the Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

- a. Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Swaziland, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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- b. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Swaziland, defined as the Project Site, transport to such place of destination in Swaziland, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

## 25. WARRANTY

- a. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Swaziland.
- b. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- c. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

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- d. Upon receipt of such notice, the supplier shall, within the period specified and with allreasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- e. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under Contract.

## 26. PAYMENT

- a. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.
- b. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- c. Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

## 27. PRICES

- a. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender.

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- b. All such prices shall be valid and fixed for a period of one (1) year.

## 28. CHANGE ORDERS

- a. The Procuring Entity may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
  - (i) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity.
  - (ii) the method of shipment or packing;
  - (iii) the place of delivery; and/or
- a) the Services to be provided by the Supplier.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

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## 29. CONTRACT AMENDMENTS

Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## 30. ASSIGNMENT

The Supplier may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

## 31. SUBCONTRACTS

The supplier may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Supplier from any liability or obligation under the Contract.

## 32. DELAYS IN THE SUPPLIER'S PERFORMANCE

- a. Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and Performance of Services, the supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Suppliers' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

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- c. Except as provided under Clause 24, a delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

### **33. LIQUIDATED DAMAGES**

Subject to Clause 17, if the Supplier fails to deliver any or all of the Goods or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

### **34. TERMINATION FOR DEFAULT**

- a. The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:
  - i. If the supplier fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
  - ii. If the supplier fails to perform any other obligation(s) under the contract.

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- b. In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

### **35. FORCE MAJEURE**

- a. Notwithstanding the provision of Clause 17, 18 and 19, the supplier shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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### 36. TERMINATION FOR INSOLVENCY

The procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

### 37. RESOLUTION OF DISPUTES

- a. The Procuring entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.
- b. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.
- c. The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini.
- d. All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

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### **38. APPLICABLE LAW**

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

### **39. NOTICES**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party.

### **40. TAXES AND DUTIES**

The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity.

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**SECTION B**

**SUBMISSION CHECKLIST**

| REQUIREMENT  | Available / not available<br>(Please tick <input type="checkbox"/> or cross X as appropriate) |
|--|---|
| a. Company Profile   |   |
| b. Certified Valid Trading License   |   |
| c. Original Valid Tax Compliance Certificate   |   |
| d. Certified Valid Labour Compliance Certificate   |   |
| e. Certified copies of Form J and Form C   |   |
| f. Police clearance for all company directors  |   |
| g. Names and contacts of at least 3 reference customers preferably in the financial services sector (reference letters)                                |   |
| h. CVs of key personnel and team leader with 5 years relevant experience   |   |
| i. Financial Proposal presented in a separate envelope, sealed, and addressed accordingly  |   |
| j. Electronic submission entails submitting both the Technical Proposal & Financial Proposal, otherwise submission of one part will not be considered. |   |
| k. Name of contact person for the Tender   |   |
| l. Proof of payment for Tender Document  |   |

***NB: Please submit 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 the 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 **120 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 THIS: ..... DAY OF ....., YEAR.....**

**NAME:.....**

**IN THE CAPACITY OF .....**

**SIGNED: .....**

**DULY AUTHORISED TO SIGN THE TENDER FOR AND ON BEHALF OF:.....**

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## FORM C: DECLARATION OF ELIGIBILITY

(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 Tender Committee**

### **Public Service Pensions Fund**

**P.O. Box 4469**

**Mbabane**

Dear Sirs

**Re: PSPF RFP 07/2023**

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, I 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

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- e. I/We do not have a conflict of interest in relation to the procurement requirement and the procuring entity.
  
- f. I/We 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 our directors or officers face endorsement or have already been endorsed on the Register for tender defaulters in accordance with the Prevention of Corruption Act, 2006.

**Signed:** .....

**Authorised Representative**

**Date:** .....

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**Form D TENDERER'S DESIGNATED LIASON**

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:** \_\_\_\_\_

**Disclaimer**

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## Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] 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 25.1 in the Data Sheet. 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}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

| Name and Address<br>of Agents | Amount and<br>Currency | Purpose of Commission<br>or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
|-------------------------------|------------------------|--------------------------------------|

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{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: -----

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

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**Form FIN-2 Summary of Costs**

| a. Item  | Cost   |  |  |  |
|--|--|--|--|--|
|  | {Consultant must state the proposed Costs in accordance with Clause <b>16.4 of the Data Sheet</b> ; delete columns which are not used} |  |  |  |
|  | {Insert Foreign Currency # 1}  | {Insert Foreign Currency # 2, if used} | {Insert Foreign Currency # 3, if used} | {Insert Local Currency, if used and/or required (16.4 Data Sheet)} |
| <b>Cost of the Financial Proposal</b>  |  |  |  |  |
| Including:   |  |  |  |  |
| <b>1) Remuneration</b>   |  |  |  |  |
| <b>2) Reimbursables</b>  |  |  |  |  |
| <b>Total Cost of the Financial Proposal:</b><br>{Should match the amount in Form FIN-1}                            |  |  |  |  |
| <b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b> |  |  |  |  |
| (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}   |  |  |  |  |
| Total Estimate for Indirect Local Tax:   |  |  |  |  |

**Footnote: Payments will be made in the currency(ies) expressed above**

## DECLARATION OF ELIGIBILITY

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

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

To:           **The Secretary to the Tender Committee**  
  
**Public Service Pensions Fund**  
  
**Ingamu Building**  
  
**Mhlambanyatsi Road**  
  
**P.O. Box 4469**  
  
**MBABANE**

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Dear Sir/Madam,

**Re Tender Reference: RFP NO: PSPF 07/2023- REQUEST FOR PROPOSALS FOR THE SUPPLY OF CORPORATE LADIES UNIFORM FOR THE PUBLIC SERVICE PENSIONS FUND (PSPF): PSPF/RFP/07/2023.**

We hereby declare that: -

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

**Signed:** .....

**Authorised Representative**

**Date:** .....