



TENDER NO: RFPHC/05/2024

LADIES CORPORATE UNIFORM

**Eswatini Bank
Head Office
Engungwini Building
Gwamile Street
MBABANE
Eswatini**

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LETTER OF INVITATION

SUPPLY OF LADIES CORPORATE UNIFORM

The Eswatini Bank would like to invite competent, registered and reputable companies to tender for the supply of ladies corporate uniform.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Bank for ladies corporate uniform. This is a once of supply contract.

This RFP does not constitute an offer to do business with the Bank, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

The Proposals must be delivered in a sealed envelope to:

The Secretary of the Tender Committee
Eswatini Bank Engungwini building.
Gwamile street
Mbabane
M-Floor

On the outside, the envelope shall be clearly marked:

“CONFIDENTIAL”
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(Not to be opened before 10 am on 17 January 2025).

NB: Technical proposals must be accompanied by financial proposals

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SECTION A- THE BANK'S REQUIREMENTS

Background information on Eswatini Bank

The Eswatini Development and Savings Bank t/a Eswatini Bank is a government parastatal established by the King's Order in Council No. 49 of 1973. The Bank operates as a development and commercial bank with a mandate to:

- a) Take deposits from the public.
- b) Provide loan funding all sectors of the economy: Agriculture, SMME, Corporate and Personal Sectors
- (c) Invest surplus resources in safe and viable money market instruments
- (d) Provide daily banking services and related products
- (e) Raise funds and achieve profit.

THE BANK'S REQUIREMENTS

The Bank seeks services of a reputable service provider for the supply of Corporate Uniform for Ladies per the detailed specifications in below.

- a) The Bank currently has 210 Female Employees.
- b) Minimum Uniform Requirements per Employee: Three bottom, Three Shirts and Three Jackets. Staff members are free to purchase additional items.
- c) The Service Provider will be expected to make additional supplies in the event new employees join the Bank or there is a need for extras.
- d) The Service Provider will be expected to visit all branches to take measurements and facilitate fitting of uniforms.
- e) The Service Provider will be expected to attend to all queries in the event incorrect supplies have been made.
- f) The Bank will **add** its own designs for skirts, shirts and dresses.

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DETAILED SPECIFICATION

Item Description	Colour	Fabric type, features and preferences	Other specs
Long sleeved Jacket	Navy Blue/Grey	Preferred suiting 100% Polyester	Fully lined Jackets Skirts Dresses
Short sleeved Jacket	Navy Blue/Grey		
Waist coat / Gilet	Navy Blue/Grey	Preferred blouses 100% Pearl Polyester	Sizes Customised 1-1.5cm seam allowance 10 stitches per inch
Long sleeved blouse	White/matching print		
Short / ¾ sleeved blouse	White/matching print	Preferred shirts 60% cotton 40% Polyester	
Long sleeved striped shirt	Matching Stripes		
Camisole	White/matching print	Preferred Scarf 100% Pearl Polyester/ Chiffon	
Pencil skirt	Navy Blue/Grey		
Panel flippy skirt	Navy Blue/Grey/matching print		
Slax/formal Pants	Navy Blue/Grey		
Dress	Navy Blue/Grey/matching print		
Coat	Navy Blue/Grey/Black		
Scarf	Matching Print		
Eswatini Bank Designs of choice	Navy Blue/Grey/white/Lime yellow/matching print	Polyester Cotton	Customised 1-1.5cm seam allowance

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			10 stitches per inch
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NOTE:

TENDERERS ARE REQUESTED TO SUBMIT SAMPLES PER FABRIC TYPE

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SECTION B-INSTRUCTION TO TENDERERS

1. General conditions

1.1 Tenderer's attention is drawn to the general conditions of purchase and conditions of tender:

- a) This tender document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.
- b) Completed tender documents under sealed cover with tenderer's name and addresses on the reverse side of the envelope must be made and addressed to
The secretary for tender Committee
Eswatini Bank
Engungwini building
Mbabane
And delivered not later than **10 am on the 17th of January 2025**. Tenders will be opened on the same day and all tenderers are invited to attend. The Tender Number should be clearly marked on the front of the tender envelope being submitted.
- c) One original and three (3) copies are required. Mark clearly on the front, which is the original and which are the copies.
- d) All Tenders must be provided in English Language
- e) Late or telegraphic tenders will not be accepted.
- f) The Bank does not bind itself to accept any or the lowest tender.
- g) Tenderers shall, together with the complete tender documents, supply technical data, illustrations, and/or leaflets that adequately describe the items offered including quality.
- h) If required by the bank, the tenderer shall supply sample items and these samples of the accepted tender will be retained by ESWATINI BANK throughout the duration of the contract period. Any items supplied not in accordance with the approved samples will be rejected.
- i) Tenderers may submit prices in the form of standard manufacturer's price lists. However, such a list must be supplementary to and not replace the Form of Tender.
- j) The validity period of the Tender shall be 120 days from the date of submission.
- k) Clarifications may be requested in writing by email. The e-mail address for clarification is: tenders@swazibank.co.sz
- l) Any time before the submission deadline, the Bank may issue an addendum to the Tender document and publicize the addendum on the ESPPRA website. The Tenderers will be allowed at least one week before the tender submission deadline, to effect the changes to the bidding document. Where necessary, the

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deadline for submission would be extended. This will be applicable whenever there are major errors or omissions to tender documents noted by The Bank before the submission deadline.

1.2 All Tenderers are required to provide contact email addresses to Eswatini Bank through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).

2. Tender Receipt

2.1 All participating companies in this Bid are expected to purchase the tender document for a non-refundable fee of E350.00 (Five Hundred Emalangeni). The receipt shall form part of the compliance documents during tender submission.

2.2 Tender fee is payable to any Eswatini Bank Branch into **Account Number 77400000533**

3. Modification or Withdrawals of Tenders

3.1 Tenderers may modify or withdraw the tender prior to the deadline for the submission of Tenders.

3.2 The modification or notice of the withdrawal shall be effective if it is received by the bank prior to the deadline for submission of tenders

4. Samples and Literature for Assessment

4.1 Tenderers may submit their Tender specifications, prototypes, and/or brochures to enable a full assessment of the product offered.

4.2 To assist in product evaluation, the bank may request on the Tenderer to provide samples of the Goods offered. When samples are to be lodged with Tender, it will be specified in the Scope of Requirement.

4.3 Samples shall be forwarded to the address, and within the time, specified in writing by the bank at the Tenderer's risk and expense.

4.4 Failure to provide samples (IF CALLED UPON TO DO SO IN WRITING) may disqualify the Tender from further assessment.

4.5 If requested in writing by the Tenderer, samples will be returned to the Tenderer at their risk and expense.

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5. Addendum for Clarifications and Amendments of Tender Documents

5.1 The Bank 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 as specified above. Such variations, clarifications or updates may emanate from the Bank'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 Bank may, at its discretion, extend the deadline for the submission of Tenders if the amendment is substantial.

5.2 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.

5.3 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.

5.4 All queries relating to the Tender, technical or otherwise, must either be in writing form of a letter or by email only and will be attended to by the bank only in respect of the queries received up to (10) days before the submission date. The Bank will reply, without any obligation in respect thereof, every reasonable query raised by the Tenderers in the manner specified.

6. Right to Reject Bids

6.1 The Bank 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 entertained by the Organisation 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 Telex/Telegram/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;

7. Preparation of the Tender

7.1. The tender shall include any financial information;

7.2 While preparing the tender, Tenderers must give particular attention to the following:

- a) A brief description of the Tenderer's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline

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should indicate inter alia; the profiles of the staff proposed, the duration of the assignment, and the company's involvement.

- b) Any comments or suggestions on the list of goods to be provided by the Tenderers.

7.3 Submission of the wrong type of Tender will result in the tender being deemed non-responsive.

7.4 Tenderers are expected to take into account the requirements and conditions outlined in the tender document.

8. Pricing

8.1. Tenderers shall express the price of their goods in Emalangeni (E).

8.2. Tender prices shall be inclusive of applicable taxes.

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

8.4 Price(s) quoted must include cost of supply, delivery, packing, and off-loading.

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

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

8.7 Pricing shall be submitted for each item in the Schedule against which a price is offered **AND SHALL BE VALID FOR AT LEAST 4 MONTHS (120 days)**.

8.8 Advance payment will not be made by ESWATINI BANK. The supplier is expected to have the capacity to make delivery on all orders issued within 14 days without any advance payment.

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SECTION C- EVALUATION CRITERIA

The evaluation will be a Quality and Cost-Based Selection Model as follows:

Criteria Elements and Weightings	Weightings Total
<p>1. Responsiveness of Tender All required documentation and information have been submitted:</p> <ul style="list-style-type: none"> A. A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J') B. A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C') C. Current Labour Compliance Certificate (equivalent for Foreign Companies). D. A Certified Copy of the Current Trading License (equivalent for Foreign Companies). E. A Valid Original Tax Compliance Certificate (equivalent for Foreign Companies). F. Current Eswatini National Provident Fund Compliance Certificate (only for Eswatini Registered Companies) G. Current Police clearance certificates for ALL Directors H. Certified Copies of Identity Documents for Directors I. Latest Audited or Independently Reviewed Financial Statements J. Three (3) Written References K. A company profile with a minimum of 3 traceable references L. Proof of Payment for the E 350.00 tender fee M. Certified Certificate of Incorporation N. Signed declaration of eligibility O. Samples per fabric type <p>Note: The Bank will use a YES/NO to evaluate this section</p> <p>**** The Bank may disqualify a tenderer for missing documents deemed as a material deviation.</p>	YES/NO
<p>2. Technical Evaluation Note: Supplier must obtain not less than 70% to qualify for Financial Evaluation</p>	
<p>1. Resources and Capability</p> <ul style="list-style-type: none"> • Experience in supplying corporate uniform for +/- 200 employees in the past 5 years (Bidders must provide reference letters from previous employers with the total value of supply, contact persons, and contact numbers) 	60

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2. Risk Assessment <ul style="list-style-type: none"> Size of the tender in relation to the size of previous jobs to determine the ability to successfully deliver the tendered equipment; (5) Ascertaining the integrity and general conduct in business dealings, professional conduct of the tenderer's directors and senior management i.e., police clearance; (5) Compliance with the law, e.g., tax laws (5) Circumstances which may expose the Bank and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the tenderer's directors and management etc. (5) 	20
3. Local Participation <ul style="list-style-type: none"> Extent to which the entity is owned by Ema Swati (Minimum 51%) (5) Degree to which business is managed by Swazi citizen(organogram) (5) 	10
4. Eswatini Bank customer (provide banking details)	10
TOTAL TECHNICAL POINTS	100
<p>5. The financial evaluation of the bids will follow the following process:</p> <ul style="list-style-type: none"> The evaluation team will review the financial bids and determine the evaluation price for each proposal. The lowest-priced proposal shall be given a financial score of 100 and the other proposals shall be given a financial score that is inversely propositional to the lowest evaluated price. <p>Please note that for financial evaluation only the below items will be considered:</p> <ul style="list-style-type: none"> two Long sleeved Jacket two Long sleeved blouse one Short / ¾ sleeved blouse one Pencil skirt one Slax/formal Pants 	
<p>6. Final evaluation</p> <p>The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the supplier with the highest score shall be recommended for award. The weights to be used for the evaluation are as follows:</p> <ul style="list-style-type: none"> Technical – 70% Financial – 30%. 	

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7. Post evaluation criteria.

The Bank will conduct the below for the successful bidder:

- World Check report in compliance with Anti-Money Laundering and Combating Financing of Terrorism guidelines for Financial Institutions, 2016
- Credit check for Eswatini Bank customer.

Bidder will be disqualified for award if the two reports are not clean, and the second best will be considered.

1. CONTRACT AWARD PROCEDURES

- The awarding of the 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.
- Following the contract award decision, the Bank 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 fax or email; and
 - b) Eswatini Bank shall allow a period of at least ten working days to elapse from the date of despatch of the notice before a contract is awarded.
- The expected address for the contract negotiations shall be Eswatini Bank Head Office, Engungwini Building, Gwamile Street, Mbabane.

2. DURATION OF CONTRACT

This is a once-off supply contract.

3. PROCUREMENT PROCESS

- a. The contract document shall form a basis of the procurement. The Bank shall not issue purchase orders for services specifically provided for in the contract.
- b. Purchase orders will only be issued for additional services procured like "requests for additional services".

4. PRICING AND PAYMENT CONDITIONS

- a. Any form of levy or charges such as customs and excise, tax, sales duty, surcharges or discounts must be included in the tender price (s).
- b. Price (s) quoted must be all inclusive
- c. The general conditions of payment of the Bank shall apply in this contract. The Bank shall make payment for work done and accepted by the Bank within 30 days of receipt of invoice from the vendor. No other conditions may be allowed.

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ESWATINI BANK

TENDER NO: RFPHC/05/2024

LADIES CORPORATE UNIFORM

CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

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

“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.

“The Contract Price” means the price payable to the Suppliers under the Contract for the full and proper performance of its contractual obligations.

“The Goods” means all of the materials which the Supplier is required to supply to the Procuring Entity under the Contract.

“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.

“The Procuring Entity” means Eswatini Bank

“The Supplier” means the individual or firm supplying the Goods under this Contract.

2. APPLICATION

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

3. STANDARDS

3.1 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.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 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. 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.

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4.2 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.

4.3 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.

5. PATENT RIGHTS

5.1 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.

6. PACKING

6.1 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.

6.2 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.

7. DELIVERY AND DOCUMENTS

7.1 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.

8. INSURANCE

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8.1 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.

9. TRANSPORTATION

9.1 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.

9.2 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 Eswatini, 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.

9.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, 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.

10. WARRANTY

10.1 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 Eswatini.

10.2 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.

10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

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10.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

10.5 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.

11. PAYMENT

11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.

11.2 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.

11.3 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.

12. PRICES

12.1 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.

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

13. CHANGE ORDERS

13.1 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:

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity.
- b) the method of shipment or packing;
- c) the place of delivery; and/or

d) the Services to be provided by the Supplier.

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13.2 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.

14. CONTRACT AMENDMENTS

14.1 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.

15. ASSIGNMENT

15.1 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.

16. SUBCONTRACTS

16.1 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.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

17.1 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.

17.2 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.

17.3 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.

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18. LIQUIDATED DAMAGES

18.1 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.

19. TERMINATION FOR DEFAULT

19.1 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:

19.2 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

a) If the supplier fails to perform any other obligation(s) under the contract.

19.3 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.

20. FORCE MAJEURE

20.1 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 it's delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

20.2 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.

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20.3 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.

21. TERMINATION FOR INSOLVENCY

21.1 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.

22. RESOLUTION OF DISPUTES

22.1 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.

22.2 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.

22.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

22.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

23. APPLICABLE LAW

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

24. NOTICES

24.1 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 email of 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.

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25. TAXES AND DUTIES

25.1 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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ANNEXURE 1: 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.]

[>>>Date>>>]

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

To: Eswatini Bank

Dear Sirs:

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 proposal 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 proposal that you receive;

Dated on _____ day of _____, _____ *[insert date of signing]*

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

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

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

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

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ESWATINI BANK

TENDER NO: RFPHC/05/2024

LADIES CORPORATE UNIFORM

ANNEXURE 2: DECLARATION OF ELIGIBILITY FORM

[Note to Tenderers: 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 Tendered,
Address and Date>>]

To: Eswatini Bank

Dear Sirs,

RE: Tender Reference: RFPHC/05/2024-ladies corporate uniform

We hereby declare that:-

1. We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
2. 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;
3. We have fulfilled our obligations to pay taxes and social security contributions;
4. 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
5. We do not have a conflict of interest in relation to the procurement requirement.

Signed

Authorised Representative

Date

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LADIES CORPORATE UNIFORM

ANNEXURE 3: ESWATINI BANK - COMMITMENT FORM

TENDER NO: RFPHC/05/2024 – LADIES CORPORATE UNIFORM

I (name of tenderer in full),

.....
hereby agree to deliver all goods and services at the same time without altering the tendered price I quoted during tender submission date.

Residential Address

.....
.....

Business address

.....
.....

Postal Address

.....
.....

Telephone Number

.....

Email Address:

.....

Name of person authorised to sign this tender:

NAME

.....

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SIGNATURE

.....

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