

REQUEST FOR PROPOSALS:
Design, Supply and Install the PSPF Mobile
Application
PSPF/RFP/12/2024



REQUEST FOR PROPOSALS

DESIGN AND INSTALLATION OF A PSPF MOBILE APP

ISSUE DATE: 19 SEPTEMBER 2024

DEADLINE: 11 OCTOBER 2024, 1200HRS

TENDER OPENING: 11 OCTOBER 2024, 1205HRS

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





TENDER NOTICE: DESIGN AND INSTALLATION OF THE PSPF MOBILE APPLICATION

The Public Service Pension Fund (PSPF) hereby invites proposals from suitably qualified software designers for the design and installation of its mobile application.

Bidding and subsequent awarding of the contract shall be through the **Quality and Cost Based Selection (QCBS)** as governed by the Eswatini Public Procurement Act, 2011 read with Public Procurement Regulations, 2020.

The full bid document is available (downloadable) on the ESPPRA website www.esppra.co.sz and PSPF website www.pspf.co.sz under the "Work With US" page on "Tenders". Interested suppliers should immediately send their emails (Ref: PSPF/RFP/12/2024) for the attention of the Secretary of the Tender Committee to tenders@pspf.co.sz so that they are included in any correspondence pertaining to any addendum or clarifications for the tender that may be issued.

Request for clarification should be sent to tenders@pspf.co.sz. Clarifications and enquiries shall not be accepted after **04 October 2024**.

Completed Tenders should be hand-delivered or emailed with an original receipt as proof of payment of a non-refundable tender fee of **SZL 1000.00**. Payments should be referenced **PSPF/RFP/12/2024** and be made to the PSPF BANKING ACCOUNT listed in the tender documents.

The **deadline** for submission is **Friday, 1200HRS, 11 October 2024**, which shall be immediately followed by the tender opening at the Fund's boardroom at **1205HRS**.

Fax and late tenders shall not be accepted.

Pursuant to Public Procurement Regulations, the Fund reserves the right to modify/cancel this procurement before a contract is signed and does not bind itself to accept the lowest evaluated or any tender.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs while using this tender document.





Contents

Section 1 -Instructions to Bidders..... 4

1. **Bidding system:** 4
2. **Scope of tender:** 4
3. **Indicating Interest In the Tender** 4
4. **Prohibited Practices by the Fund:**..... 4
5. **Eligible Bidders and Conflict of Interest:** 5
6. **Cost of Bid Preparation**..... 6
7. **Tender validity:** 6
8. **Clarification of Bidding Documents:**..... 6
9. **Amendment of Bidding Documents:**..... 6
10. **Deadline for submission of bids:** 7
11. **Language of Bid:**..... 7
12. **Currencies of Bid:** 7
13. **Payment of tender fee:** 7
14. **Documents Establishing Supplier Eligibility and Conformity to Bidding:** 8
15. **Submitting Electronic Proposals:** 8
16. **Hand Delivered Proposals:**..... 8
17. **Joint Venture Requirements:** 9
18. **Deadline for Submission of Bids:**..... 9
19. **Late Bids:** 9
20. **Withdrawal of Bids:**..... 9
21. **Opening of Bids:** 10
22. **Clarification of Bids:** 10
23. **Bid Evaluation:** 10
24. **Prohibition from contacting PSPF after submission:**..... 11
25. **Post Qualifying:**..... 11
26. **Award Criteria:** 12

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which you incur while using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE

27. **Right to Reject Any Bid:** 12

28. **Notice of Intention to Award:** 12

29. **Bid Protests:** 12

30. **Bidder debriefs** 12

31. **Notification of Award:** 12

32. **Signing of Contract:** 12

SECTION II: TERMS OF REFERENCE..... 13

1. Introduction 13

2. Background on PSPF 13

3. Project Goals..... 14

4. Target Audience 14

5. Project Timelines 14

6. Scope of Work..... 14

SECTION III: EVALUATION CRITERIA..... 16

Section IV. Bidding Forms 18

 Form 1: Letter of Bid/ Technical Bid Form 18

 Form 2: Financial Proposal Bid Form 20

 Form 3: Curriculum Vitae (CV) for Proposed Professionals Staff 23

Section IV: Form of Contract..... 28

Contents of this Bid Document

RFP includes the following documents:

Section 0 – Tender Notice/Advert

Section 1 - Instructions to Bidders

Section 2 - Terms of reference

Section 3 - Technical Proposal and Financial Proposal - standard forms

Section 4 – Form of Contract

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





Section 1 -Instructions to Bidders

1. **Bidding system:** A two-envelope system is to be used in this bidding; the Technical and Financial Proposal should be in separate sealed envelopes then put in one large envelope and clearly marked as such.
2. **Scope of tender:** bidders are advised to refer to the **Terms of Reference (TOR)** section to understand the full scope of the tenders. The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering documents. Failure to furnish all information required by the Tendering documents or to submit a Tender not substantially responsive to the Tendering documents will be at the Tenderer's risk and may result in the rejection of its Tender.
3. **Indicating Interest In the Tender:** As soon as the tender is advertised, interested bidders should register their interest by sending an email bearing their business name and contact details to tenders@pspf.co.sz .The Fund bears no responsibility or liability if an interested bidder fails to register and thus misses pertinent information regarding this RFP. However, prospective bidders are free to submit bids whether or not they registered their interest.
4. **Prohibited Practices by the Fund:** Firms who engage in any of the prohibited practices shall have their tenders rejected and they shall further be reported to ESPPRA, their names shall be forwarded to the Anti-Corruption Commission for criminal investigations.

For the purposes of these provisions, and consistent with the Procurement Act,2011 the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices":

- a. fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs whilst using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

- b. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- c. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- d. "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.
- e. "Participation of Politicians and Public Officers": the participation of these parties in public procurement is prohibited in Eswatini.

5. **Eligible Bidders and Conflict of Interest:** This invitation for bids is open to all firms who are domiciled in Eswatini.

5.1 Any eligibility is subject to **ESPPRA Circular 1/2019** which expressly precludes the participation of **Politicians**, and any officer employed in the **Public Service** including procuring entities, requesting entities, the Agency and Tender Boards.

5.2A bidder shall not bid more than once for the same tender.

5.3 Any eligible entity may bid independently or in a joint venture (JV).

- a) All members shall be jointly and severally liable for the execution of the contract; and

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

- b) The JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV. The bidders are reminded to attach a Power of Attorney document for the nominated member lest their bid is rejected.
- c) All bidders should individually meet the eligibility criteria as set out in Section 40 of the Public Procurement Act, 2011

5.4 Conflict of interest: A bidder shall not have any actual, potential, or perceived conflict of interest. A bidder shall declare in the bid submission form any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund.

6. **Cost of Bid Preparation:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Fund will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. **Tender validity:** The tender should be valid for no less than **90 days**. A bid with less than the specified days may be disqualified.
8. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of this bidding document shall contact the Fund by email to tenders@pspf.co.sz subject to clarification deadlines. The Fund will promptly respond to any request for clarification. The Fund shall send by email responses to all who have indicated interest in the tender, including a description of the inquiry but without identifying its source.
9. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bid the Fund may amend this bidding document by issuing addendum.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

- (i) All addenda issued shall be part of this bidding document and shall be communicated in writing to all bidders that have registered their interests.
- (ii) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Fund may extend the deadline for the submission of bids at its sole discretion.

10. Deadline for submission of bids: the deadline for submission is **Friday, 11 October 2024, 12:00 noon.**

Preparation and submission of bid

11. Language of Bid: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and PSPF, shall be written in the English language.

12. Currencies of Bid: The currency of the bid shall be Eswatini Lilangeni (SZL)

13. Payment of tender fee: A tender shall be submitted after the payment of a non-refundable tender fee payable at the Fund’s Bank Account:

Account name:	Public Service Pension Fund
Account Number	62007684625
Account Type	Business Cheque Account
Branch Name	Mbabane
Branch code	280164
Swift Code	FIRNSZMX
Reference	Tender name and bidding organisation

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





14. **Documents Establishing Supplier Eligibility and Conformity to Bidding:** These key documents are a MUST for any bid.
- a) Documents are specified in **Section III** in the **Preliminary Examination table**, which are evidence of compliance with Section 40 of the Procurement Act, 2011
 - b) The documentary evidence of conformity of the goods and services to the bidding documents requirement. These may be in the form of literature, certificates, reference letters, pictures, drawings, data, service provider's portfolio and catalogues, or any other evidence specified in the tender.

15. **Submitting Electronic Proposals:** Technical and Financial proposals must be emailed simultaneously in separate folders, each with its own password to the Secretary of the Tender Committee at tenders@pspf.co.sz with the subject of the email marked as follows;

PSPF/RFP/12/2024 – Technical Proposal: Design and Installation of the PSPF Mobile Application

PSPF/RFP/12/2024 – Financial Proposal: Design and Installation of the PSPF Mobile Application

Bidders shall then be required to send the password for the Technical Proposal when it is time for tender opening. ONLY the password for the Technical Proposal shall be sent. The password for the Financial Proposal shall only be required at late stage and only from tenders whose Technical Proposal qualified for further evaluation. Failure to caption the subject as instructed may result in the proposal not being opened for evaluation.

16. Hand Delivered Proposals:

The Bid shall comprise two parts, namely the Technical Proposal and the Financial Proposal. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in one larger outer envelope sealed marked accordingly:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs while using this tender document.





The **outer envelope** should read:

PSPF/RFP/12/2024

Request for Proposals

Design and Installation of the PSPF Mobile Application

Do Not Open Before 1205Hrs, 11 October 2024

The technical Proposal envelope shall read:

PSPF/RFP/12/2024

Technical Proposal

Design and Installation of the PSPF Mobile Application

The financial proposal envelope shall read:

PSPF/RFP/12/2024

Financial Proposal

Design and Installation of the PSPF Mobile Application

17. **Joint Venture Requirements:** In addition to the requirements, bids submitted by a JV shall include in the bid a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.
18. **Deadline for Submission of Bids:** Bids must be received at the address indicated, before **1200hrs, Friday, 11 October 2024**
19. **Late Bids:** Any bid received by the Funder after the deadline for submission will be rejected and returned unopened to the bidder.
20. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission, provided that written notice is received by the purchaser prior to the deadline prescribed for submission of bids.
- a) The bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of the relevant clause but in addition the envelopes shall be clearly marked "WITHDRAWAL". A withdrawal notice may also

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

be sent by fax or email, but followed a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- b) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.

21. **Opening of Bids:** The Fund will open ONLY the technical proposals of all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the bid document. Financial Proposals shall only be open once the technical evaluation is complete. Only the Financial Proposal of technically responsive bidders shall be opened. Bidders whose technical proposal fail to score a minimum of **70%** shall be returned unopened.

- a) The tender opening is not an evaluation but an exercise in transparency the tender opening committee shall make no pronouncement on rejection/acceptance of any tender that is being opened.
- b) Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- c) The Fund will prepare minutes of the bid opening and a copy of which is to be sent promptly to the participating bidder.

22. **Clarification of Bids:** During the evaluation of the bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23. **Bid Evaluation:** The evaluation shall follow in this chronological order with a failure to be substantially responsive in each phase resulting in the tender being rejected from further evaluation (in all the stages minor/immaterial deviation may be waived or the tenderer be requested to correct them):

- a) Preliminary Examination: to check if the tender complied with tender requirements by submitting required documentation and in the proper format

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

- b) Technical Evaluation (T): assessment of the technical quality of the submission by the tenderer. A tender should score a minimum of **70%** to qualify for financial evaluation.
- c) Financial Evaluation (F): After arithmetic corrections, the lowest priced amongst the substantially responsive proposals shall be awarded maximum points of 100, and then rest shall be evaluated as follows:

$$\text{Financial Score (F)} = (\text{Lowest Bid Price} \div \text{Bid Price under consideration}) \times 100$$

- d) Final Combined (C): will be weighted scores of the technical and the financial proposal as detailed below:

$$C = 0.6(T) + 0.4(F)$$

24. **Prohibition from contacting PSPF after submission:** The Fund will examine the bids to determine if they have provided all documents required as stated in the bid that has been attached.

- a. From the time of bid opening to the time of contract award, if any bidder wishes to contact the Fund on any matter related to the bid, it should do so in writing.
- b. Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid.

25. **Post Qualifying:** The FUND reserves the right to post-qualify a successful bidder.

This shall be an assurance exercise to ensure the bidder's submissions are true.

- a) The determination will take into account the bidder's financial, technical, and production capabilities, it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the purchaser deems necessary and appropriate.
- b) An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

26. **Award Criteria:** The Fund shall award the contract to a proposal with the highest combined score, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
27. **Right to Reject Any Bid:** The Fund reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
28. **Notice of Intention to Award:** Prior to the expiration of the period of bid validity, the purchaser shall send the notice of intention to award to all bidders and simultaneously publish it on the ESPPRA website. This shall signal the start of a 10-working days standstill period where a bidder may file a protest. Notice of intention to award shall not constitute the formation of a contract between the purchaser and the successful bidder and no legal or equitable rights shall be created through the delivery of the notice of intent to award.
29. **Bid Protests:** Bidders may protest the results of a procurement only in accordance with the rules and within the time periods established in Section 47 of the Public Procurement Act, 2011.
30. **Bidder debriefs:** The bidders are further allowed to request debriefs on the performance of their bid after the intention to award has been issued. The Fund shall within three working days offer such debrief in writing while protecting the confidentiality of other bids. A debriefing template in forms in Section III.
31. **Notification of Award:** Upon expiration of the period of the standstill period the Fund will send a Letter of Award to the successful bidder to sign signalling acceptance of the resulting contract. Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.
32. **Signing of Contract:** At the same time as the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





SECTION II: TERMS OF REFERENCE

1. Introduction

The PSPF seeks proposals from software developers to design, develop and instal a mobile application that meets stated specifications and business needs.

2. Background on PSPF

PSPF is a statutory body established in terms of Pensions Order No.13 of 1993 for the management and administration of pensions for public servants. It is a contributory defined benefit (DB) scheme, in which members contribute five (5%) percent of their pensionable salary whilst the employer contributes an amount equal to fifteen (15%) percent of each member's pensionable salary. PSPF is the largest pension fund in Eswatini and a prominent regional player in the pension

fund industry. As at 31st March 2023, it had 40,965 active pensionable members and 26,221 pensioners and beneficiaries.

It offers the following benefits to its qualifying members and their dependents:

- a. Lump Sum Retirement Gratuity
- b. Monthly Retirement Annuity
- c. Death Benefits
- d. Withdrawal Benefits; and
- e. Other pension-related benefits.

PSPF invests the pension contributions in order to grow its assets to me

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





3. Project Goals

Enhance customer engagement and experience

Streamline internal processes

Increase market reach

Improve brand visibility

4. Target Audience

The mobile app will be utilized by our active/contributing members, retired members, and their beneficiaries.

5. Project Timelines

The app should be complete and delivered with 3 months.

6. Scope of Work

a. Planning

Requirements Gathering: Document features, functionalities, and user stories.

Define Tech Stack: Decide on platforms (iOS, Android, or both), programming languages, and tools.

Project Plan: Create timelines, milestones, and deliverables.

Budgeting: Estimate costs for development, testing, and marketing.

b. Design

Wireframing: Sketch basic layouts and app structure.

Prototyping: Develop interactive prototypes to visualize the app flow.

UI/UX Design: Create detailed visual designs and user interfaces.

User Testing: Validate design with potential users and gather feedback.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which you incur while using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

c. Development

Setup Development Environment: Configure tools and environments for coding.

Backend Development: Develop server-side logic, databases, and APIs.

Frontend Development: Build the client-side application using chosen frameworks.

Integration: Connect the frontend and backend systems.

Version Control: Use Git or other version control systems to manage code.

d. Testing

Unit Testing: Test individual components for functionality.

Integration Testing: Ensure different parts of the app work together seamlessly.

System Testing: Test the complete system for errors and bugs.

User Acceptance Testing (UAT): Conduct testing with end-users to ensure the app meets their requirements.

Beta Testing: Release the app to a limited audience outside the development team.

e. Deployment

App Store Submission: Prepare for submission to Google Play Store, Apple App Store, etc.

Compliance and Guidelines: Ensure the app meets all platform-specific guidelines and requirements.

Release Version: Deploy the app to the app stores.

Marketing and Promotion: Launch marketing campaigns to promote the app.

f. Maintenance and Updates

Monitoring: Track app performance and user feedback.

Bug Fixes: Address any issues or bugs reported by users.

Updates: Release periodic updates with new features, improvements, and security patches.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





Customer Support: Provide ongoing support to app users.

g. Post-Launch Activities

Analytics: Analyze user behavior and app performance metrics.

Feedback Loop: Continuously gather and act on user feedback.

Scalability: Plan for scaling the app to accommodate more users and features.

Monetization: Implement strategies to generate revenue from the app (if applicable).

By following this comprehensive outline, you can ensure a structured and efficient mobile app development process from concept to continuous improvement.

SECTION III: EVALUATION CRITERIA

Evaluation Criteria

The evaluation shall be Quality and Cost based:

- Quality shall be assessed through technical evaluation (T), a minimum mark of 70% is required for a tender to qualify for financial evaluation
- Cost – shall assessed through the financial proposal (F). The lowest evaluated technically responsive tender shall be given a financial score of 100% the rest of the financial proposal shall be given as score that is inversely related the lowest evaluated. The proposal needs to pass the stages in this chronological order to progress from each stage:
 - a) Preliminary Examination: to check if the tender complied with tender requirements by submitting required documentation and in the proper format
 - b) Technical Evaluation (T): assessment of the technical quality of the submission by the tenderer. A tender should score a minimum of **70%** to qualify for financial evaluation.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





c) Financial Evaluation (F): After arithmetic corrections, the lowest priced amongst the substantially responsive proposals shall be awarded maximum points of 100, and then rest shall be evaluated as follows:

Financial Score (F) = (Lowest Bid Price ÷ Bid Price under consideration) x100

d) Final Combined (C): will be weighted scores of the technical and the financial proposal as detailed below:

C= 0.6(T) + 0.4(F)

1. Preliminary examination:

<p>PRELIMINARY EXAMINATION</p> <p>Evaluated on a PASS/FAIL basis</p>	<p>The following are a MUST absence of one may lead to rejection of the bid/proposal</p> <ol style="list-style-type: none"> 1. A valid copy of a trading license 2. Original and valid Tax Compliance Certificate 3. Proof of Payment of Tender Fee 4. Police clearance for directors of bidding organization 5. Completed Technical bid form/ letter of tender. 6. Completed Financial Bid Form 7. Separate and sealed envelope for the Financial and Technical Proposal 8. A certified copy of an official statement of the annual summary of shares (Form C) 9. A certified copy of an official statement of directors, alternate directors (Form J) 10.A certified copy of identity documents of the bidding organization’s directors 11.Original Labour Compliance Certificate. 12. Power of Attorney for nominee overseeing the tender. 13. Compliant Bid validity of 90 days
--	--

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





2. Technical Evaluation

Technical Assessment details are outlined below:

A. Experience and Track record of the Firm (25%)

- Three reputable organisations offering positive testimonials of the performance of the firm in producing a similar software/fintech product. The Application must be verifiable.

B. Experience and Qualifications of the Proposed Team: Adequacy of qualifications, experience, certifications and of the Project leader that demonstrate knowledge and best practices (25%)

- Project Leader should have at minimum a IT/Fintech-related degree

C. Methodology, Approach and workplan (50%)

Read the Terms of Reference and explain how you shall deliver the product.

Section IV. Bidding Forms

Form 1: Letter of Bid/ Technical Bid Form (*Returnable*)

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid in its own stationery with its letterhead clearly showing the Bidder's complete name and business address. Everything in italics or written in red or in brackets should not remain once the forms are completed

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





RFP No.: [insert number of RFP process]

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal

In submitting our Bid, we make the following declarations:

To: **Public Service Pension Fund**

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued.
- (b) **Eligibility:** We meet the eligibility requirements in Section 40 and have no conflict of interest as described in the Public Procurement Act, 2011
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration;
- (d) **Conformity:** We offer to provide the Goods and Services in conformity with the bidding document of the following;
- (e) **Bid Validity Period:** Our Bid shall be valid until [insert day, month and year], and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs whilst using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

not subject to, and not controlled by any entity or individual that is subject to, suspension by ESPPRA on any Grounds specified in Section 56 of the Act

- (h) Politician and Public Officers: None of our directors is a Politician or a Public Officer or belongs to anybody that is preclude by Section 10 of the Act from participating in Public Procurement
(i) Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
(j) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
(k) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder _____ (bidding company)

Name and Title _____

Signature and date _____

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

Form 2: Financial Proposal Bid Form (In company letterheads)

Date:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

Tender no: _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding document, including addenda thereto issued in accordance with the instructions to bidders.
2. We offer to supply/provide goods/services in conformity with the bidding document and in accordance with the delivery schedules specified above.
3. The total price of our bid, is: *[insert the total bid price in words and figures]*
4. Our bid shall be valid from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of the **90-day** validity period.
5. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the ESPPRA and have not been subject to sanctions or debarments under the laws or official regulations of Eswatini.

(a) We acknowledge and accept the country's Anti- corruption measures. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided The prices in this bid have been arrived at independently, without any consultation, communication, or agreement with any other party, including another bidder or competitor, or for the purpose of restricting competition, relating to:

- (i) those prices;
- (ii) the intention to submit an offer; or
- (iii) the methods or factors used to calculate the prices offered.

(b) The prices in this bid have not been and will not be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise explicitly required by law; and

(c) No attempt has been made or will be made by us to induce any other bidder to submit or not to submit an offer for the purpose of restricting competition.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur while using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE APP

6. We acknowledge and understand that we shall promptly inform the purchaser about any material change regarding the information provided in this bid form.
7. We further understand that the failure to properly disclose any of information in connection with this bid form may lead to appropriate actions, including our disqualification as bidders, the termination of the contract.
8. We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall only constitute a binding contract between the firm and the purchaser subject to the preparation and execution of the appropriate contract.
9. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

In the capacity of:

Duly authorized to sign on behalf of:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





Form 3: Curriculum Vitae (CV) for Proposed Professionals Staff

1. Proposed position [only one candidate shall be nominated for each position]: _____

2. Name of firm [Insert name of firm proposing the staff]: _____

3. Name of staff [Insert full name]: _____

4. Date of birth: _____ Nationality: _____

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. Membership of professional associations: _____

7. Other training [Indicate significant training since degrees under 5 - education were obtained]: _____

8. Countries of work experience: [List countries where staff has worked in the last ten years]: _____

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs as a result of using this tender document.





format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _ To [Year]: _____

<p>11.Detailed tasks assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12.Work undertaken that best illustrates capability to handle the tasks assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	---

Employer: _____ Positions held: _____

13. Certification:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs as a result of using this tender document.





PSPF/RFP/12/2024 PSPF MOBILE A

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] day/month/year

Full name of authorized representative: .

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which occurs or might occur in using this tender document.





Form4: Team Composition and Task Assignments

(Consultants may edit and customize forms to fit their proposal)

Professional staff				
Name of staff	Firm	Area of expertise	Position assigned	Task(s) assigned

Form 5: Work Schedule

N°	Activity	Weeks (months may also be used)									
		1	2	3	4	5	6	8	9	n	
1											
2											
3											
n											





Form 6: Financial Breakdown

Categories	Unit	Quantity per activity*			Total quant. per category	Unit rate	Total amount in per category	Total amount per activity*		
		1	2	n				1	2	n
		(a)	(b)	(x)	(d) = (a) + (b) + ... (x)	(e)	(f) = (d) * (e)	(g) = (a) * (e)	(h) = (b) * (e)	(z) = (x) * (e)
(1) Cost/Charges for Personnel (you may add or remove personnel)										
Project Leader	day									
Personnel n	day									
Subtotal Personnel	weeks									
(2) Reimbursable										
Subsistence allowance	Day									
Local transportation costs	Trip									
(3) Miscellaneous expenses										
Communication costs (telephone, telegram, telex)	day									
Drafting, reproduction of reports	day									
Equipment: computers, etc.	day									
Presentations										
Software	day									
Subtotal 3: miscellaneous expenses										





Taxes				
Total Proposal amount				

Note *: Please add columns as needed

Section IV: Form of Contract

(This is a sample of the contract they is likely to be signed between the Client and the Consultant, it is attached for information purposes only)

This contract ("contract") is entered into this *[insert starting date of assignment]*, by and between the **Public Service Pension Fund** ("the client") having its principal place of business at **7th Floor Ingcamu Building, Mbabane** and *[insert consultant's name]* ("the consultant") having its principal office located at *[insert consultant's address]*.

Whereas, the client wishes to have the consultant perform the services hereinafter referred to, and whereas, the consultant is willing to perform these services now therefore the parties hereby agree as follows:





Services

- (i) The consultant shall perform the services specified in the “terms of reference and scope of services”, which is made an integral part of this contract (“the services”).
- (ii) The consultant shall provide the personnel as specified in the Proposal, to perform the services.
- (iii) The consultant shall submit to the client the reports in the form and within the time periods specified in the RFP and the submitted Proposal.

Term

The consultant shall perform the services during the period commencing [*please insert start date of the assignment*] and continuing through [*please insert completion date of the assignment*], or any other period as may be subsequently agreed by the parties in writing. The contract can be terminated (i) should the consultant be performing unsatisfactorily or (ii) to the discretion of the client as defined in clause 15.

Payment

A. Amount

For services rendered pursuant to Section II, the client shall pay the consultant an amount not [*insert amount*] based on the financial offer in the Financial Proposal . This amount has been established based on the understanding that it includes all of the consultant's costs and profits as well as any tax obligation that may be imposed on the consultant.

B. Schedule of payments

The schedule of payments is specified below:

[As per accepted proposal and subsequent negotiation. In case an advance is agreed a bank guarantee shall be required. Advance shall be between 10-20%]





C. Payment conditions

Payment shall be made in **Emalangen** (**SZL**) no later than 30 days following submission by the consultant of invoices in duplicate to the coordinator designated in paragraph 4 and acceptance of the deliverables by the client.

Project Administration

A. Coordinator.

The client designates the **Director** as client's coordinator; the coordinator will be responsible for the coordination of activities under this contract, for acceptance and approval of the reports and of other deliverables by the client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in the Terms of Reference, "Deliverables", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

Performance Standards

The consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The consultant shall promptly replace any employees assigned under this contract that the client considers unsatisfactory.

Prohibition of Fraud and Corruption

A. The consultant shall abide by and perform the contract in compliance with the PSPF Ethics and Code of Conduct, Procurement Act of 2011, Prevention of Corruption Act, 2006 Public Finance Management Act, 2017 and other





relevant acts. Failure to comply may lead to termination of the contract.

- B. The consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
- C. The consultant is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund or by the client.
- D. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of five (5) years after completion of the execution of the contract.

Confidentiality

The consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the client's business or operations without the prior written consent of the client.

Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the consultant for the client under the





contract shall belong to and remain the property of the client. The consultant may retain a copy of such documents.

Consultant Not to be Engaged in Certain Activities

The consultant agrees that, during the term of this contract and after its termination, the consultants and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the project.

Insurance

The consultant will be responsible for taking out any appropriate insurance coverage.

Assignment

The consultant shall not assign this contract or sub-contract any portion of it without the client's prior written consent.

Law Governing Contract and Language

The contract shall be governed by the laws of Eswatini, and the language of the contract shall be English Language.

Disputes

Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country. The following will be the choice of institution for arbitration:

- i. Eswatini Institute of Accountants
- ii. Law Society of Eswatini

If the above fail, a dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to the Industrial Court of Eswatini.





Termination

The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs a) through e) of this clause:

- a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing;
- b) If the consultant becomes insolvent or bankrupt;
- c) if the consultant or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices.
- d) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

For the client

For the consultant

Signed by _____ Signed by _____

