



INVITATION TO TENDER FOR THE SUPPLY OF STAFF UNIFORM

TENDER NO. 24 OF 2022/23

01st MARCH 2022



SECTION A - INTRODUCTION

Tenderers are requested to complete their proposals following the outline indicated in this document:

1. BACKGROUND

The Matsapha Town Council is a constitutional body established in terms of the Urban Government Act, 1969. The Constitution mandates the control, manage and administer the town; Maintain and cleanse all public streets and open spaces vested in the Council or committed to its management; Abate all public nuisances; Safeguard public health, and provide sanitary services for the removal and disposal of night soil, rubbish, carcasses of dead animals and all kinds of refuse; Establish or take over and maintain, subject to the extent of its resources, any public utility service which it is authorized or required to maintain under any law and which is required for the welfare, comfort or convenience of the public; Develop, control and manage any land vested in, owned or leased by the Council; Establish or take over and administer, subject to the extent of its resources, housing schemes for the inhabitants of the municipality; Generally promote the public health, welfare and convenience, and the development, sanitation and amenities of the town.

This Request for Tender (“ITT”) outlines the requirements of the Matsapha Town Council operating in Eswatini, (hereinafter referred to as “MTC”) and the process to be followed by prospective tenderers in submitting a response to the supply of staff uniform tender. Prospective Tenderers are expected to unequivocally specify their capability to provide the highest quality and staff uniform, in line with the MTC’s requirements as outlined below (section F).

2. PARTICIPATING COMPANIES

All Tenderers that can demonstrate sufficient knowledge and experience to deliver quality staff uniform for the MTC.

3. CONTRACT

Upon award of the tender, the parties will enter into a contract which will spell out in more detail the items mentioned herein.



SECTION B - SCOPE OF TENDER

TENDER OBJECTIVE - TERMS OF REFERENCE

The objective of the tender is to select a suitably qualified vendor for the provision of staff uniform for Matsapha Town Council.

The terms of reference for this service shall include the following:

- a) To provide high quality uniform which will enhance corporate image.
- b) Supplier is expected to individually pack the full uniform by staff member's name/ employee number. (see Section F).
- c) Supplier is expected to measure all employees as provided by MTC.
- d) Supplier should provide all samples as per specification (see Section F).
- e) Suppliers will be expected to provide samples of the staff uniform design and ideas through samples.
- f) The supplier awarded the tender must prove that they will be able to supply the whole uniform as classified. (see Section F).
- g) Supplier to be awarded tender should supply correctly measured uniform and specification to all staff in one (1) month from date of contract.

SECTION C: INSTRUCTIONS TO TENDERERS & TERMS & CONDITIONS OF TENDER

The MTC is seeking reliable and financially stable service providers who can meet its stringent cost, quality and service requirements.

1. The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and the MTC, shall be written in the English language.
2. Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will the MTC accept any request for price adjustment on grounds that a mistake was made in the tendered prices.
3. To assist in the examination, evaluation and comparison of tenders, the MTC may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
4. By submission of the tender, the Tenderer implicitly certifies that:



- the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;
 - unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
 - no attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.
5. The MTC does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. The MTC may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.
 6. Acceptance or rejection of tender offer will be communicated by a formal acceptance. An acceptance by such letter will not mean the MTC is binding itself to an agreement. The MTC shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties. Failure to agree thereto for a period exceeding thirty (30) days will render the whole tender transaction *void ab initio*.
 7. The offers shall be deemed to be under consideration immediately after the tender closing date until the MTC makes an official award of contract. Whilst the offers are under consideration, Tenderers and or their representatives or other interested parties are advised to refrain from contacting the MTC by any means. If necessary, the MTC will obtain further clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. The MTC reserves the right to eliminate from the evaluation a tenderer contravening this provision.
 8. Tenderers will not be permitted to change the substance of their offers after the tender box has been opened. Tenders may modify or withdraw their bids after submission, provided that written notice of the modification is received by the MTC prior to the deadline for its submission. A withdrawal notice may also be sent to procurement@matsapha.co.sz but followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.
 - No Bids/Tender Document may be modified after the deadline for submission of Bids.



- No Bids/Tender Document may be withdrawn in the interval between the deadline for submission of Bids and the expiration of its validity.
9. MTC reserves the right to modify, or change the specifications or even cancel the tender before the tender opening and such modifications or changes will be communicated to the tenderers in advance as and when decided.
 10. Participation in this tender process, or in relation to any matter concerning the tender, will be at the tenderer's sole risk, cost and expense. MTC will not be responsible in any circumstance for any costs or expenses incurred by any tenderer in preparing or lodging a tender or in taking part in the tender process or taking any action related to the tender process.
 11. Signed tender documents must be submitted by placing them in a suitably large sealed envelope showing **Tender Name & Tender Number** so as to ensure the contents cannot fall out or be viewed without opening the envelope.
 12. Nothing shall prevent the MTC from conducting a diligence search of the business of the Tenderers.
 13. Each page of the offer must be numbered consecutively, bear the tender number, signed and stamped by the Tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top righthand corner of the first page.
 14. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.
 15. **Tenders submitted by Fax, Telex or e-mail will not be accepted.**

Completed Tender documents must be placed in the Tender Box situated at the Chief Executive Officer, Plot 829, Matsapha Town Council Corner Police College Road and Airport Road, P. O. Box 1790, Matsapha before 1000 hours, 29th March 2022. request for clarification shall be addressed to procurement@matsapha.co.sz not later than 22nd March 2022 close of business hours.

16. Tenders or any part thereof received after the stipulated closing date and time will not be accepted. No tender may be modified after the deadline for submission of tenders.



17. Tenders will be opened from 1000 hours on the date of closing at the MTC Boardroom, Matsapha. Tenderers are invited to attend the Tender Opening Meeting for which they will be informed if there are changes on the date.

The bid price will be read and recorded in the presence of all the Tenderers or their representatives present during the opening. However, tenders may be opened even if Tenderers or their representatives are not present at the scheduled time. Each Tenderer and the eventual contract holder agree to be bound by the laws of Eswatini and shall be subject to the Courts of the country. Each Tenderer shall indicate a place in Eswatini and specify it in the Tender as his domicilium, where all notifications may be served on him.

18. The MTC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- b) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MTC, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive MTC of the benefits of free and open competition; MTC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at MTC.
- c) Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the MTC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.



- d) Any collusion amongst Tenderers or between Tenderers and MTC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the MTC employee.

The tender, or contract if it has been concluded already, will be declared invalid if MTC determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of MTC with the intention of influencing the award of the contract.

- e) The tenderers must disclose, if they or any of their sub-contractor(s):
- are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
 - Have been convicted of any offence relating to professional misconduct.
 - Has not fulfilled any obligations relating to the payment of taxes in Eswatini.
 - Disclosure extends to any company in the same group of a tenderer (including but not limited to parent subsidiary and sister companies, and companies

common shareholders whether direct or indirect and parties with whom the tenderer is associated, in respect of this tender).

19. The Tenderer should provide satisfactory evidence acceptable to MTC to show that:

- a) It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in corporate and combat uniform.
- b) It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.
- c) It has an adequately qualified and experienced team assigned for the work under this tender.
- d) The tender shall remain valid and open for acceptance by MTC for not less than ninety (90) days after the submission of tenders.

20. A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which precisely defined the conditions under which the joint venture will function,



its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.

21. Tenderers are advised to provide all relevant information as required.
22. Any document submitted in reply to the Invitation to Tender shall become the property of the MTC. MTC will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.
23. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
24. Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
25. MTC will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation. However, MTC reserves the right to award the tender to more than one (1) supplier.
26. An intention of notice to award shall be sent to all tenderers and also published to the ESPPRA website at least 10 days before the contract award.
27. Tenderers must provide the following information in two sets; one in hard copy and the other in a soft copy (scanned format); the technical and financial proposals must be submitted in two separate envelopes;
 - a) Company profile with CV's of key personnel
 - b) Police Clearance of two Company Directors
 - c) Certified Copy of Valid Labour Compliance Certificate
 - d) Original/Valid Tax Compliance Certificate



- e) Certified Copy of Valid Trading Licence
- f) Technical and Financial Proposal
- g) General receipt (**E400**) for payment of the tender document
- h) Eligibility Form & Financial Proposal Tender Form
- i) Company audited annual financial statements for the past 3 years or since company inception if new than stipulated period.
- j) Names and contact details of at least three (3) **recent** reference customers
- k) Statement of joint ventures / partnerships (if tendering as a JV or partnership)

28. Payments for the tender fee should be made to Matsapha town Council BANK ACCOUNTS listed in the table below or at the Matsapha Town Council Treasury Department. The **REFERENCE** to be used when making payment is: **T24 of 2022/23.**

ACCOUNT NAME: Matsapha Town Council

BANK NAME: Standard Bank (Matsapha Branch)

ACCOUNT NO: 9110003235915

BRANCH CODE: 663464

FAX NO: 2518 6646

Tenders submitted by Fax, Telex or e-mail will not be accepted

NB: The Absence of any of the items above may render the tender disqualified. The discretion to disqualify rests with the MTC.

29. If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies.

30. The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.

31. The MTC reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e. proposals failing to meet the terms of these instructions) received;



32. The MTC reserves the right to require a performance guarantee for any upfront payment required by the vendor.

33. Tender prices must clearly reflect separately all taxes to be charged.

Tax in the form of withholding tax shall be deductible on the gross amount of any payment made to a non-resident at the rate of 15 %.

A reduced Double Taxation Agreement (DTA) rate may be applied for. In the absence of a reducing directive, the tax payable remains at 15%.

SECTION D: TENDER EVALUATION PROCESS AND CRITERIA

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria: There are six components in the tender evaluation process, five of which are non-financial and the last one being financial. These are set out below:

Please note the following:

- A tender which obtains less than 70% of the total points allocated technical evaluation shall not be considered for financial evaluation.

1. Responsiveness of Tender Assessment

This will determine whether:

- all required documentation and information has been submitted;
- all the tenders have been appropriately signed and authorised;
- the document has been submitted in the correct format; and
- The correct number of legible copies has been submitted.

2. Resources and Capability Assessment

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

- a) The Tenderer's track record: i.e. past performance of similar contracts; industry knowledge;
- b) The availability of trade references (A list of at least three suitable references is to be provided to support this process);



- c) The contractors managerial and expertise capacity (as evidenced by sound management practices as well as qualifications, experience and extent of involvement/availability of key personnel and supervisory staff) to deliver the services.
- d) Delivery timelines.

3. Technical Assessment

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

4. Financial Criteria

This will entail identification of all relevant costs including capital costs in Emalangeni or Rand to the MTC. The initial (once off) costs, the on-going costs including any basis for escalations, penalties and/or discounts, should be identified and considered.

The following evaluation formulae shall be used in the allocation of scores:

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

$$T = 0.6$$

$$P = 0.4$$

5. EVALUATION CRITERIA AND WEIGHTINGS

Bidders are advised that the following will be taken into account during tender evaluation. The evaluation shall be carried out in three stages:

- 🚧 Stage 1: Compliance
- 🚧 Stage 2: Technical Evaluation
- 🚧 Stage 3: Financial Evaluation



STAGE 1: COMPLIANCE STAGE

Proposals should satisfy the following compliance requirements to be considered for further evaluation:

STAGE 2: TECHNICAL EVALUATION

Compliant bids shall be evaluated to determine compliance to the set criteria.

The following shall be considered at this stage:

- i. Experience of the tenderer in the supply of corporate wear (Company Profile)
- ii. Capacity to supply -staff
- iii. Written references from clients (at least 3)
- iv. Detailed work plan

STAGE 3: FINANCIAL EVALUATION

Technically compliant bids shall be subject to financial evaluation. Bidders should be certain that price quoted is accurate before submitting their bids. Under no circumstances will DTCCB accept any request for price adjustment on grounds that an error/mistake has been committed.

Tenderers must provide a separate submission to address the following criteria:

Methodology 20%

Tenderers must demonstrate their methodology for delivering a successful and excellent service to Council. This must include, but not be limited to, contract implementation, account management, the proposed ordering process and the process for on time and accurate delivery of orders.

Customer Service 10%

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



INSTRUCTIONS TO TENDERERS

- i. Tenderers are requested to provide details of at three (3) reference sites where they have previously supplied corporate uniform and the contact details of a person who can be contacted to get more information on the tenderer's performance on the engagement.
- ii. The successful bidder shall take measurements of all employees and supply and deliver corporate uniform according to the sizes.
- iii. Staff Corporate uniform shall conform with the colour palette that will be provided by MTC.
- iv. Prospective bidders should propose a detailed work plan which covers amongst others taking sizes, tailoring and fitting.
- v. Proposed fabric must be crease free, durable, hand and dry cleanable.
- vi. No variation, alteration or addition to the specifications shall be made unless the written instruction of DTCB has been obtained.

Item	Score
Delivery Schedule	5
Experience of the tenderer in the supply of corporate wear (Company Profile)	20
Capacity to supply -staff	15
At least 3 References showing bidders direct reference in successful supply and delivery of similar products	5
Submission of samples	10
Detailed work plan	10
Financial capacity to undertake the project.	5
Total	70



SECTION E : SUBMISSION CHECKLIST

**AVAILABLE / NOT AVAILABLE (Please tick - ✓
or cross - x as appropriate)**

REQUIREMENT

Company profile

Technical and Financial Proposal

Certified Copy of Valid Labour Compliance Certificate

Original Valid Tax Compliance Certificate

Certified copy of Valid Trading License (Proof of Registration)

Police clearance for two company Directors

Company audited annual financial statements for the past 3 years or since inception.

Names and contact details of at least three (3) reference customers

Statement of joint ventures/partnerships (if any)

Eligibility Form & Financial Proposal Submission Form

SECTION F**LADIES- CORPORATE WEAR**

Item Description	Quantity	Colour	Fabric type, Features and Preference
Dress	1	Greek Navy	French Polyester/Poly Viscose
Long Pants	1	Greek Navy	French Polyester/Poly Viscose
Skirt	1	Greek Navy	French Polyester/Poly Viscose
Long Sleeved Jacket	1	Greek Navy	French Polyester/Poly Viscose
Short Sleeved Jacket	1	Greek Navy	French Polyester/Poly Viscose
Waist Coat	1	Greek Navy	French Polyester/Poly Viscose
Shirt (Long & Short sleeved)	3	Dusty pink, Iris and Ribbon Red	Pearl polyester, cotton
MEN'S UNIFORM			



Men Suits	2	1 Navy Blue and 1 Charcoal	Poly viscose
Waist Coat	1	Navy blue/Charcoal	Poly Viscose
Jersey	1	Navy Blue	
Shirts	3	Quartz, Beach, Red Gingham	Cotton,

DECLARATION OF ELIGIBILITY

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

[>>>Name of the Service Provider, Address, and Date>>>]

To: Chief Executive Officer, Plot 829, Matsapha Town Council Corner Police College Road and Airport Road, P. O. Box 1790, Matsapha

Dear Sirs,

Re Tender Reference: **RFT 024/2022/23**

We hereby declare that: -

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

Signed



Authorised Representative

Date

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,



Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”



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[Location, Date]

To: [Name and address of Client]

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____



Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

