



**SINCEPHETELO
MVA FUND**

REQUEST FOR PROPOSALS

**SERVICES FOR CONDUCTING SMVAF CUSTOMER
SATISFACTION SURVEY**

TENDER NO...SMVAF001/2018/19

OCTOBER 2018

COFIDENTIALITY

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1.0 LETTER OF INVITATION

REQUEST FOR PROPOSALS FOR SERVICES FOR CONDUCTING SMVAF CUSTOMER SATISFACTION SURVEY

Tenders are hereby invited from suitable qualified service providers to conduct a **customer satisfaction survey** for Sincephetelo Motor Vehicle Accidents Fund. The Fund intends to conduct a survey to evaluate customer perception of SMVAF and determine satisfaction levels with the levels of service. This is in line with one of SMVAF's key strategic focus areas namely, to improve customer satisfaction to 80 percent by the end of the strategic 5-year plan in 2023.

The survey should examine the triggers and barriers to customer satisfaction with the aim of improving the service, thus strengthening relations. Through this survey SMVAF is then enabled to put measures in place to ensure that its services meet or exceed customer expectations.

Terms of Reference will be provided after payment of a non-refundable fee of **E 500.00** to Sincephetelo Motor Vehicle Accidents Fund. Payments for the Tender fee should be made in cash at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, Mbhilibhi Street, Mbabane.**

Documents are available at SMVAF Headquarters on the address below:

**Sincephetelo Motor Vehicle Fund Headquarters
Sincephetelo Motor Vehicle Fund Office Park
Mbhilibhi Street
MBABANE**

The Closing date for submission of the tenders is **30th November, 2018 at 1200HRS.** Late, incomplete, telephoned or telegraphic tenders will not be considered. There will be a compulsory briefing on **Friday the 16th November 2018 at Sincephetelo Motor Vehicle Fund Headquarters, SMVAF Office Park Mbhilibhi Street at 09H00.** Request for Clarification closes on the **23rd November, 2018 at 1200HRS.** Tenders shall be opened on the **30th November, 2018 at 1205HRS** at SMVAF Headquarters.

Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to Miss Sebenele Mzileni. Tel: (+268) 24086800/ (+268) 24086835, Email: sebenele@mva.org.sz

Completed tenders should be delivered in a sealed envelope to the MVA Fund Mbabane Office Reception clearly marked (**PROPOSALS FOR SERVICES FOR CONDUCTING SMVAF CUSTOMER SATISFACTION SURVEY TENDER NO...SMVAF001/2018/19**)

2.0 DEFINITIONS

a)	SMVAF	Sincephetelo Motor Vehicle Accidents Fund
b)	Customer	Active claimant's of the SMVAF (post 2011 Ammendment Act)
c)	Applicable Law	Laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time
d)	Local Currency	Lilangeni (SZL).
e)	Services	The work to be performed by the Service provider pursuant to this Contract
f)	Party	Company or the Service provider, as the case may be, and "Parties" means both of them
g)	Government	The Government of Eswatini
h)	Business day	Any day of the week other than Saturdays, Sundays or public holidays in Eswatini
i)	Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.	

Annexure to the Agreement shall be deemed to be incorporated into and to form part of the agreement. Provided that in the event there is a conflict between a particular provision of the main body of the agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in this regard.

3.0 BACKGROUND

Sincephetelo Motor Vehicle Accidents Fund (SMVAF) is a category A Public Enterprise created as an instrument through which the government of Eswatini treats, rehabilitates and compensates victims of road traffic accidents. It is a Fund also empowered to collaborate with stakeholders in the prevention of accidents.

Sincephetelo Motor Vehicle Accidents Fund is a replacement of the Third Party Insurance that was operational in the country between 1973 – 1986 wherein victims of traffic accidents claimed compensation. However, the increase in traffic accidents hiked premiums and motorists could not afford keeping up with their payments. As a result, many people that were injured in traffic accident could not be compensated. The Government of Eswatini established a universal cover for victims of traffic accidents that would be sustained by a fuel levy which currently sits at 35 cents a litre.

4.0 PURPOSE OF SURVEY

i) Customer Satisfaction Survey

Before SMVAF puts in place measures to achieve its strategic goal of achieving 80% customer satisfaction, a nationwide Baseline Survey needs to be conducted in effort to obtain information on the current situation, hence, provide a starting point of where the organization is in terms of customer perception.

The findings of the survey are intended specifically to be used as input and key insights into the strategic formulation process.

Furthermore, through the survey, evaluation tools will be developed. These tools are to be used during the monitoring and evaluation of the Strategy Impact.

5.0 OBJECTIVES OF SURVEY

- i) To determine SMVAF's customers' perceptions on the following factors:
 - a) Efficiency & effectiveness of our services
 - b) Fairness on services offered
 - c) Levels of Transparency/ communication /feedback
 - d) Accessibility of our services

Expected Metrics:

- Key Customers' satisfaction index

- ii) To determine SMVAF's back office efficiency/productivity

Expected Metrics:

- Back office operational efficiency/productivity score

6.0 SCOPE OF WORK

The scope of the exercise will be focused on conducting a Nationwide Baseline Survey – focused on SMVAF active claimant's post 2011 Amendment Act. The objective of the survey is to analyse and understand SMVAF's customer, understand their satisfaction levels as well as determine any issues with service delivery. The study should provide an understanding of customer expectations and satisfaction and outline a set of steps that need to be taken to remedy any areas of concern as well as determine "best practice".

The mandate of SMVAF is clearly defined in the Act as being "to provide for compensation for certain loss or damage caused unlawfully by means of motor vehicles and for matters incidental thereto".

The mission of the Fund is "To effectively provide medical treatment, rehabilitation and compensation for motor accident victims and to collaborate with stakeholders in the prevention of road traffic accidents through implementing global best practices

6.1 EXPECTED DELIVERABLES

1. **Inception Report:** submitted in English and electronic form together with 3 bound colour hard copies. The report should detail:
 - Baseline study approach: detailed research methodology, sampling method and framework, data collection strategy, methodologies etc.). Please note that consultant shall suggest and agree with SMVAF a most suitable methodology for the carrying assignment.
 - Quality assurance plan detailing the processes for assuring the quality of the research process and deliverables:
 - Training of enumerators and researchers conducting the primary research
 - Logistical and management planning
 - Field work protocols
 - Data verification
 - Data cleaning and editing before analysis
 - Research ethics plan: detailing the approach to ensure complete compliance with good practices in research and ethics protocols.
2. **Primary quantitative and qualitative research instruments** developed for the baseline study.
3. **One training session** conducted for enumerators on sampling framework, research instruments and research ethics. Duration and content will be determined by the Consultant.
4. **Fully 'cleaned –up' dataset** in SPSS format.
5. **Baseline study report.** The report should be submitted in English and electronic form together with 3 bound colour hard copies.

7.0 ASSIGNMENT FLOW

The delivery for the assignment is as follows;

- i) Nation-wide Baseline Customer Satisfaction Survey

	ITEM	TIME
1	Inception Report	Within 1 weeks after Contract has been signed
2	Approval of primary quantitative and qualitative research instruments	Within 1 weeks after submission of inception report
3	Data collection	Within 4 weeks after research instruments have been submitted and approved
4	Baseline study report	2 weeks after completion of data collection

NB: The awarded Consultant shall provide a more detailed Gantt chart based on the timelines provided in the table above as a guideline.

8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The request for document must also highlight the following information:

- i) Minimum 5 years of experience with designing and conducting customer perception research surveys.
- ii) At least three (3) references where similar work has been undertaken.
- iii) Composition of the team of the service provider. It is necessary that the service provider clarifies who the team leader is, as well as the role to be played by any of the support team members.
- iv) Qualifications of the team to be involved in the project with proof thereof attached.

9.0 EVALUATION CRITERIA

Tenderers will be evaluated on **TECHNICAL** and **FINANCIAL** competence. The Technical proposal will weigh 80% and the Financial will weigh 20%. The minimum Technical Score required to pass is: **70%**. Kindly submit two separate proposals: Technical and Financial proposal.

i) Technical Evaluation:

	ITEM	Points
1	Understanding of the project and scope of work	10
2	Overall methodologies to be adopted to conduct successful surveys	20
3	Detailed work plan with time frames for the overall project	15
4	Verifiable track record of successful customer perception research conducted in the last 5 years	10
5	Organisational capability and access to resource systems	10
6	Qualifications of team	10
7	Attendance of compulsory briefing	5
8	TOTAL	80

ii) Financial Evaluation

The financial evaluation of the tenders will follow the following process:

- The evaluation team will review the financial bids and determine the evaluation price for each proposal;

	ITEM	Points
1	Pricing	10
2	Financial Capacity	10

iii) Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award
- As outlined above, SMVAF will adopt a two-envelope system and evaluate proposals using a **Quality and Cost-Based Selection Model**. The Technical proposals will be evaluated first. Thus, it is important and compulsory to submit a separate technical proposal and separate financial proposal, each wrapped in a separately sealed envelope and clearly marked 'technical proposal' and 'financial proposal', respectively.

10.0 ELIGIBILITY OF TENDERERS

SMVAF 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;

- ii) **“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
- iii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of SMVAF, 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 SMVAF of the benefits of free and open competition. SMVAF 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 SMVAF.

- iii) 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 SMVAF may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- iv) Any collusion amongst Tenderers or between Tenderers and SMVAF personnel is for bidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SMVAF employee. The tender, or contract if it has been concluded already, will be declared invalid if SMVAF 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 SMVAF with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to SMVAF to show that:

- v) It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task
- vi) 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.

- vii) It has an adequately qualified and experienced team assigned for the work under this tender.

Tenderers are advised to provide all relevant information as required.

11.0 CONTRACT AWARD

- i) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award.
- ii) An intention of a notice to award in terms of the circular No. 3 of 2015 dispensed by the Swaziland Public Procurement Authority shall be issued. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.
- iii) The intention to award will be sent and published to the Swaziland Public Procurement Authority website www.sppra.co.sz.
- iv) Non-Conformities, Errors and Omissions to any conditions stated anywhere in this will lead to disqualification.

12.0 DURATION

- i) The whole exercise should be completed within a period not exceeding 2 calendar months. The consultant shall provide sufficient resources to carry out the task within the time frame specified.

13.0 SUBMISSION AND VALIDITY OF TENDERS

- i) Submission of Tenders

- Technical and Financial proposals shall be submitted. These proposals should be separated and clearly marked “**TECHNICAL**” and “**FINANCIAL**”. The separate, sealed envelopes of both the financial and technical proposals should then be sent to SMVAF in **ONE** sealed envelope clearly marked as follows:

TENDER NO.: 001/2018/19
SERVICES FOR CONDUCTING SMVAF CUSTOMER SATISFACTION SURVEY

They must be delivered on or before the date of closure of proposals to:

SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND HEADQUARTERS
SMVAF OFFICE PARK
MBHILIBHI STREET
MBABANE

- The Closing date for submission of the tenders is **30th November, 2018** at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, SMVAF Office Park, Mhilibhi Street, Mbabane, Swaziland** no later than 1200 hours.
- Tenderers are expected to submit **1 ORIGINAL** document of the tender document and 5 copies.
- Faxed, emailed or late tenders will not be considered.

Tenderers should also provide the following:

- Company profile.
 - An Original Tax Compliance Certificate.
 - A certified copy of Trading License.
 - A certified copy of labour compliance certificate
 - A certified copy of Form J and Form C
 - Police clearance for company directors
 - A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
 - Names and Contact Details of at least three (3) reference customers
 - Proof of payment for the tender fee.
- Omissions and non-conformance to any of the above conditions will lead to disqualification.

- Tender price should be valid for 90 days.
- Note that SMVAF payment terms are 30 days from the date of invoice.
- Successful tenderers will be required to sign the service level agreement/contract.
- It is SMVAF's sole discretion to award or not to award any of the tenderers nor will SMVAF be bound to give reasons for not awarding any or all of the tenderers.

ii) Validity of Tenders

Tenders shall be valid for a period of 3 calendar months from the submission deadline.

iii) Language of Tenders

All bids must be written in English.

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a tender, a notification in writing addressed to sebenele@mva.org.sz, followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.
- There shall be no refund of the tender fee for any withdrawals
- No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.
- Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to sebenele@mva.org.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.
- No tenders may be modified after the deadline for submission of tenders.

- v) At any time prior to the deadline for submission of applications, the SMVAF may amend the request for proposals by issuing addenda. Any addendum issued will be communicated to all applicants who have notified SMVAF of their intention to submit proposals and/or will be made available on the SMVAF

website (www.mva.org.sz). To give prospective applicants reasonable time to take an addendum into account in preparing their proposals, the SMVAF may, at its discretion, extend the deadline for the submission of applications.

14.0 CONTRACT TERMS AND CONDITIONS

- i) The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- ii) Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- iii) The singular included the plural or vice versa.
- iv) Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management;

15.0 COMMENCEMENT

- i) The services to be carried under the Contract are to commence from the date of signature of the Contract.
- ii) In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

16.0 EXECUTION

- i) The project shall be executed during the contract period and completed by the

Consultant on or before the completion date.

- ii) SMVAF will appoint a person to be a project Manager to administer the Contract on her behalf.
- iii) The consultant shall report to the **Customer Services Manager – Miss Pinky Glover** on the progress of the running of the study who will be the Project Manager. Report intervals are specified in detail in the **scope of work**.
- iv) The Project Manager shall be the liaison person for SMVAF and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and /or update the SMVAF on progress of the project at all material times where necessary or when required to do so. The Consultant will appoint a person to be a Liaison person for the Consultant.

17.0 PAYMENT

- i) When claiming payment, the Consultant shall submit an invoice to the SMVAF. The invoice shall be submitted together with supporting documentation, addressed to the SMVAF.
- ii) SMVAF shall make payments to the Consultant within 30 days of receipt of a valid invoice.
- iii) The payment terms shall be as follows: *as agreed with the successful tenderer*.
- iv) The currency of payment of the Contract shall be in Eswatini Lilangeni.

18.0 POSTPONEMENT, VARIATION AND TERMINATION

- i) Either party may, by written notice to the other party and at any time, give prior

notice of his intention to postpone or abandon project, in whole or in part, or terminate this contract.

- ii) The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.
- iii) Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and reduce expenditure to a minimum.
- iv) Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.

19.0 VARIATION

- i) This agreement can only be varied by agreement in writing entered into by the parties.
- ii) Either one of the parties can initiate negotiations with a view to reach such said agreement.
- iii) Should there be any queries please contact The Procurement Officer on these contacts: Miss Sebe Mzileni Tel: (+268) 24086800/ (+268) 24086835
Email: sebenele@mva.org.sz

20.0 APPLICABLE LAW

- This Contract shall be deemed to be concluded in Eswatini and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini

21.0 APPENDICES

BID SUBMISSION FORM

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

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

The Secretary to the Tender Committee
Sincephetelo Motor Vehicle Accidents Fund
SMVAF Office Park
P.O. Box 4239
Mbabane

Dear Sir/Madam

I, the undersigned, offer to provide **SERVICES FOR CONDUCTING SMVAF CUSTOMER SATISFACTION SURVEY** to the Sincephetelo Motor Vehicle Accidents Fund in accordance with your Request for

Proposal dated and our Proposal.

I hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if my Proposal is accepted, to provide services for conducting SMVAF Customer Satisfaction Survey related to the assignment on the date to be agreed upon. We understand that the SMVAF is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____

DECLARATION OF ELIGIBILITY

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

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

To: **The Secretary to the Tender Committee**
Sincephetelo Motor Vehicle Accident Fund
SMVAF Office Park
P.O. Box 4239
Mbabane

Dear Sir/Madam,

Re Tender Reference: **RFP No: 001/2018/19 – SERVICES FOR CONDUCTING SMVAF CUSTOMER SATISFACTION SURVEY**

We hereby declare that: -

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

Signed

Authorised Representation

Date.....