



TENDER NUMBER: 34 of 2022/2023

**THE DEVELOPMENT OF A MANAGEMENT OF PUBLIC ORDER, LAW ENFORCEMENT,
SAFETY AND SECURITY STRATEGY FOR THE MUNICIPAL COUNCIL OF MANZINI URBAN
JURISDICTION**

Closing Date: 14th December 2022

NAME OF BIDDER:

.....



1. INTRODUCTION

The Municipal Council of Manzini (MCMz) is a public sector entity established in terms of the Urban Government Act No. 8 of 1969. The Municipality derives its primary mandate to facilitate the provision of basic municipal services for the citizens at community level and managing development within the Manzini local space through the Urban Government Act, 1969. The Manzini City is located in the central regions of Swaziland, about 35km South-East of Mbabane, the capital city of Swaziland, along the Main Road (MR3), sitting on an area size of about 2,447 hectares, with a night population size of about 28,700 people and day-time population approximately 120 000 people.

1.1 Strategic Intent

The organization has an unwavering commitment to serve the people of Manzini and as such has adopted a service centric approach of utilizing good governance, sound judgment and customer-centered management to deliver relevant quality services. The Council is guided by its values of being **Innovation, Accountability, Integrity and Inclusion**. Our values-based approach to business is an important element of both our continued success and our organizational culture. The municipality is guided by the its 5-year Integrated Development Plan (IDP) to facilitated development and service delivery. The IDP is currently being developed but towards its finality which is where the need for a Management of Public Order, Safety and Security Strategy for the city was strategized. The municipality has strategic objective of improving Good Governance, Risk Management Systems, Public Order and Safety by 2024, which the required strategy will support the achievement of this objective.

2.0 Background

2.1 The Municipal Council of Manzini Departments

The Municipality consists of the following departments;

- I) The Chief Executive Officer's office
- II) Corporate Services department
- III) Finance department
- IV) Technical Services department
- V) Community Services department

3.0 TERMS OF REFERENCE

3.1 Contextual Background

The Municipal Council of Manzini seeks consultancy services from reputable, registered and experienced consultants to submit Proposal for the **Development of a Management of Public Order, Law Enforcement, Safety and Security Strategy for the Municipal Council of Manzini**.



The Municipality is driven by its vision of being a vibrant African city that innovatively provides quality service and economic opportunities to its stakeholders. As the Municipality works towards achieving its vision it is mandated through its Integrated Development Plan key performance areas and strategic objective of providing basic Service delivery of improving Public Order, law enforcement, Safety and Security by 2024.

The municipality is mandated by the constitution of Eswatini of 2005 and Urban Government Act 1969 to, amongst other responsibilities, maintain peace and public order for the community of Manzini. In so doing therefore Council has to do the under listed functions;

- a) enforcing the municipal laws,
- b) maintenance of the city's public order,
- c) nuisance abatement,
- d) minimize Illegal dumping
- e) eradicate Habit forming drugs; illegal liquor outlets
- f) Crime prevention and community policing coordination
- g) control of stray dogs and other stray animals

The performances of these activities are primarily performed through the services of private security companies. The municipality is in the process of implementing a Turn -around strategy; hence the municipality seeks to find an approach or system to improve public order, safety and security in the Urban areas in an endeavour to have a sustainable strategy.

There are at least 5 sections of approach that has currently been used and are as follows;

- a) Law enforcement, nuisance abatement and maintenance of public order.
- b) Technological Security (CCTV Cameras) Rapid response Unit, intended for improving security surveillance
- c) Safeguarding of municipal facilities and crowd control
- d) Support services for Environmental Health Management and
- e) Crime Prevention activities, Community Policing and Neighbourhood Watch projects coordination

3.2 Scope of Services

It is expected that the selected consultant shall;

- 3.2.1 Conduct a desktop analysis of guiding legislation, municipality reports and crime/non-compliance to municipal laws data.
- 3.2.2 Develop an inception report indicating the direction to be taken in developing the strategy and present to Director Corporate Services.
- 3.2.3 Conduct interviews/meetings with relevant stakeholders
- 3.2.4 Conduct a SWOT analysis
- 3.2.5 Conduct research on the basis of the outlined challenges faced by council, and thereafter propose implementable mechanisms for enhancing public order, law enforcement, safety and security in the townships and CBD as identified
- 3.2.6 Develop a draft strategy and present to Management and EXCO
- 3.2.7 Outline action plans and implementation roadmaps to achieve the determined strategic goals and objectives as part of the strategic plan; indicative of timelines and estimated budgets thereto.
- 3.2.8 Identify data and information needed to support initiatives in the plan.

3.3 Deliverables For The Development of a Management of Public Order, law enforcement, Safety and Security Strategy

i.	First draft of the Management of the Public order Safety and Security Strategy presented to Management & EXCO
ii.	Presentation of the first draft of the Management of the Public Order Safety and Security Strategy to Stakeholders
iii.	Second draft of the Management of the Public Order Safety and Security Strategy presented to Management.
iv.	Presentation of the second draft Management of the Public Order Safety and Security Strategy to Manzini Stakeholders
v.	Final Management of the Public Order Safety and Security Strategy inclusive of a comprehensive report submitted in <ol style="list-style-type: none">a. X6 hard copiesb. MS electronic & pdf format

3.4 Work Plan

On the basis of the activities outlined in these terms of reference, the Consultant will prepare a work plan for the assignment and include this in their proposal as well as the approach to be taken in carrying out the assignment. The work plan should set out the consultant's approach to the following activities:

- 3.4.1 Description of tasks and duties of each member of the Project Team;
- 3.4.2 Organization and Deployment of the Project Team and interfaces between the members of the Team;

- 3.4.3 Mobilisation of the Team and of each expert;
- 3.4.4 Stakeholder engagement
- 3.4.5 Reporting

3.5 Progress Reports

- 3.5.1 **Monthly Reports:** The Consultant shall submit a monthly report on the progress of activities.
- 3.5.2 **Special Reports:** The Consultant shall issue, if need arises or required by Council, ad hoc reports related to their performance
- 3.5.3 **Final Report:** A final progress report will be required at the end of the Consultancy.
- 3.5.4 Provide a summary and an overview of the activities carried out, the technical and financial problems experienced and solutions adopted to overcome them. The Consultant based on experience acquired during performance of the assignment, will also offer recommendations to the Council on how to improve the ToRs for similar assignments.

3.6 Time Input

It is estimated that the Consultancy will be for a period of **three (3) months** commencing from the date of agreement between the Council and Consultancy.

3.7 Staffing And Qualifications

The consultant shall provide a supervision team acceptable to the client. It is suggested that as a minimum, the team should consist of suitably qualified and experienced individuals. Among the team should be:

- 3.7.1 Team Leader with a Degree in any relevant or equivalent qualification and a relevant Master's Degree as an added advantage.
- 3.7.2 Project Manager must have B.A Degree in Project Management, Strategic Planning or equivalent qualification with a minimum of five (5) years of experience in Development Planning/Project Management and community/stakeholder engagement.

3.8 Documentation and Preparatory Work

The Consultant will have to become familiar with all background documentation and preparatory work conducted to date and shall be responsible for carrying out the works that are deemed necessary for the successful completion of the project, including, but not limited to:

- a) Relevant existing reports, studies, drafts, schemes etc. necessary to become familiar with the proposed disaster risk assessment and management plan;
- b) Existing Laws and regulatory governing the undertaking of a management of Public order and security strategy.
- c) Responsibilities and relationships of Council with other Council entities at different levels.

4. Compulsory Documents Required from Tenderers

The Council will require the tenderers to submit the following information alongside the tender documents:

i)	A Company Profile
ii)	Certified Copy of Valid Trading License
iii)	Original/Valid Tax Compliance Certificate
iv)	Certified Copy of Current Labor Compliance Certificate
v)	Certified copy of ENPF Certificate
vi)	Certified Copy of Form J and Form C (Company Ownership and Shareholding)
vii)	Audited Financial Statements for the past 3 years
viii)	Names and Contacts of at least (5) Reference Customers
ix)	Certified Copy of a Certificate of Incorporation
x)	Certified Copy of Police Clearance for All company Directors
xi)	Certified Copy of Proof of Legal Joint Venture (where necessary)
xii)	Municipality General receipt (E350.00) for payment of the tender document.

Tenders without this information will be deemed non responsive

5. BIDDING DATA SHEET

A. GENERAL	
1.	<p>a) Name of the Client: Municipal Council of Manzini</p> <p>b) Project Name: The Development of a Management of Public Order, Safety and Security Strategy</p> <p>c) Tender Number: 34 of 2022/2023 - The Development of a Management of Public Order, Law enforcement, Safety and Security Strategy</p> <p>d) Method of Selection: Quality based Selection (QBS)</p> <p>e) Financial Proposal to be submitted with Technical Proposal in separate envelopes, each clearly marked “Technical Proposal” and the other “Financial Proposal”</p> <p>f) Name of the Assignment: The Management of the Public order, Law enforcement, Safety and Security Strategy for the Municipal Council of Manzini</p>
B. BIDDING DOCUMENTS & CONTRACT NEGOTIATION ADDRESS	



	An optional pre-proposal meeting will be held: <u>Yes</u>
	<p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>The Chief Executive officer</p> <p>Municipal Council of Manzini</p> <p>P. O. Box 418</p> <p>Manzini</p> <p>Tel: (+268) 25085000 or (+268) 2508 5088</p> <p>Fax: (+268) 25053992</p> <p>Email: tengetilen@mzcitycouncil.sz, cc: mfanafuthim@mzcitycouncil.sz; anitan@mzcitycouncil.sz</p>
C. PREPARATION OF BIDS	
	<p>The Client will provide the following output:</p> <ol style="list-style-type: none"> The Management of Public Order, Safety and Security Strategy The recruited Consultant is required to handover all intellectual property that belongs to the Client on completion of the task.
	Proposals should be submitted in the following language(s): English
	The currency of the Employer's country is Emalangeni .
	The authority for establishing the rates of exchange shall be; The Central Bank of Eswatini .
	The Bid shall be valid for 120 days
D. SUBMISSION OF BIDS	
	<p>The proposal submission address is:</p> <p>The Reception (Civic Offices)</p> <p>Municipal Council of Manzini</p> <p>P.O. Box 418</p> <p>Manzini, Eswatini</p>
	<p>Bids should be submitted in three (3) copies and one(1) financial proposals should be in a separate envelope addressed as: Tender No: 34 of 2022/23 Consultancy Services for the Management of Public Order, Law enforcement, Safety and Security Strategy and the company name</p>

	The warning should read DO NOT OPEN BEFORE 10:00am, 14th December 2022
	The deadline for submission of bids shall be 14th December 2022.
E. BID MEETING, BID OPENING AND BID EVALUATION	
	Pre-Bid meeting or conference shall be held on the 23rd November 2022, 10:00 AM at the Civic Offices
	Last date for submission of written queries for clarifications shall be on the 7th December 2022.
	Last date (deadline) for submission of bids shall be on the (Physical Submission) 14th December 2022, 10:00 AM
	Taxes: The amount payable by the Client to Consultant under the contract to be subject to local taxation

6. INSTRUCTIONS TO THE BIDDERS

- 6.1** The tenderers are invited to submit for this assignment a Technical Proposal and a Financial Proposal, separately, as specified in the Data Sheet for consulting services required. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 6.2** The assignment shall be implemented within a period as stated in the Data Sheet.
- 6.3** The tenderers must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions. The representative of the tendering company may contact the officials named in the Data Sheet to obtain information on the pre-proposal conference.
- 6.4** The tenderers are responsible for obtaining all licenses and permits needed to carry out this assignment.
- 6.5** All costs associated with preparing this tender document, including all site visits are to be borne by the tenderer.
- 6.6** The Municipal Council of Manzini requires that tenderers provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

6.7 It is the Council's policy to require that Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Council:

Defines, for the purposes of this provision, the terms set forth below as follows:

- I. **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- II. **“fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Council, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Council of the benefits of free and open competition.

- 6.7.1 will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- 6.7.2 will cancel the Contract with the firm's if at any time determines that corrupt or fraudulent practices were engaged in by representatives of the firm during the selection process or the execution of that contract;
- 6.7.3 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Council-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Council -financed contract; and
- 6.7.4 will have the right to require that, in contracts financed by the Council, a provision be included requiring consultants to permit the Council to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Council.
- 6.7.5 Consultants shall furnish information as described in the Financial Proposal submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 6.7.6 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

6.8 Non-Compulsory Briefing

A non-compulsory tender briefing meeting shall be held at the **Municipal Council of Manzini, Civic Offices located between Ngwane Street and Nkoseluhlaza Street at 10:00AM on Friday, the 23rd November 2022.**

6.9 RFP Submission



- 6.9.1 The Proposal must be deposited in the Tender Box placed at Reception Area situated at the **Municipal Council of Manzini, Civic Offices located between Ngwane Street and Nkoseluhlaza Street, Next to Riverstone Mall, Manzini** at **10:00am (Eswatini time) on Wednesday the 14th December 2022.**
- 6.9.2 Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered.
- 6.9.3 Tenders received in time at the earliest date and time for submission will be opened at Civic Offices, Council Chamber on Wednesday the **14th December 2022 at 10:00am (Eswatini time).**
- 6.9.4 Requests for clarifications, must be in writing and should be addressed, via email, to **tengetilen@mzcitycouncil.sz** and Cc anitan@mzcitycouncil.sz and **mfanafuthim@mzcitycouncil.sz**. Council will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on Wednesday, the **7th December 2022.**

6.10 Amendment of Bidding Documents

- 6.10.1 At any time prior to the deadline for submission of bids, the municipality for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents through an amendment.
- 6.10.2 All prospective bidders will be notified of the amendment in writing, and the amendment will be binding on them.
- 6.10.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Municipality, at its discretion, may extend the deadline for the submission of bids.

6.11 Withdrawal of Tender Documents

Tenderers may alter or withdraw their tenders by written notification prior to the deadline indicated in the Invitation to tender. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.

6.12 Late Bids

Late bids will be rejected and **shall be returned unopened.**

6.13 Incomplete Bids

Failure to complete and return a full set of documents may result in your bid not being considered. Any additional costs incurred by the Municipality which result from any inaccuracies or any declarations in respect of the Goods or the bidder's failure to conform to the requirements of a resulting Contract will be charged to the bidder.

6.14 Failure to Meet Requirements

Failure to meet the above requirements will result in the bid being considered non-responsive & disqualified.

6.15 Intention of Notice to Award

6.15.1 The intention to award contract shall be emailed to all consultants/bidders who submitted their proposals.

6.15.2 The Municipality shall allow a period of at least ten (10) working days to elapse from the date of publication of the notice on the ESPPRA website before a contract is awarded.

6.16 Award Of Contract

The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

6.17 Negotiations

6.17.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.17.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.17.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable.

that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

- 6.17.4 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a Contract.
- 6.17.5 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning consultant has been notified that it has been awarded the contract.

7. PREPARATION OF PROPOSALS

Tenderers are requested to submit the proposals written in the language(s) specified in the Data Sheet.

7.1 Technical Proposal

- 7.1.1** In preparing the Technical Proposal, tenderers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 7.1.2** While preparing the Technical Proposal, tenderers must give particular attention to the following:
- 7.1.3** While preparing legally binding Joint Ventures are welcome, only with approval of the Client as indicated in the Data Sheet.
 - 7.1.3.1** The proposal shall, however, be based on the number of professional staff-months estimated by the firm.
 - 7.1.3.2** It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - 7.1.3.3** Proposed professional staff must, at a minimum, have the experience indicated in **6.11**, preferably working under conditions similar to those prevailing in the country of the assignment.
 - 7.1.3.4** Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - 7.1.3.5** Reports to be issued by the tenderer as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.

- 7.1.4** The Technical Proposal shall provide the following information using the attached Standard Forms in Annexure I:



- 7.1.4.1** A brief description of the consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- 7.1.4.2** Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client.
- 7.1.4.3** A description of the methodology and work plan for performing the assignment.
- 7.1.4.4** The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- 7.1.4.5** CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- 7.1.4.6** Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart (or an appropriate variation of this) diagrams showing the time proposed for each professional staff team member.
- 7.1.4.7** A detailed description of the proposed methodology, staffing.
- 7.1.4.8** Any additional information requested in the Data Sheet.

7.1.5 The Technical Proposal shall not include any financial information.

7.2 Financial Proposal

7.2.1 In preparing the Financial Proposal, tenderers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including;

- (a) remuneration for staff (foreign and local, in the field and at headquarters), and
- (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

7.2.2 The Financial Proposal should clearly estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the tenderers, the companies in joint venture with, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.

7.2.3 Consultants should express the price of their services in the currency of the Kingdom of Eswatini.

7.2.4 Commissions and gratuities, if any, paid or to be paid by tenderers and related to the assignment will be listed in the Financial Proposal submission form.

7.2.5 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the tenderer is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the tenderers who do not agree have the right not to extend the validity of their proposals.

7.3 Criteria for Bid Evaluation

1.	The number of points to be given under each of the evaluation criteria are:	
	Criteria	<u>Points</u>
	Specific experience of the tenderer related to the assignment in the last five years	20
	Total points for criterion	20

	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	
	a) Methodology for performing the assignment	10
	b) Research undertaken and report thereto	10
	c) Timelines or proposed work schedule	10
	d) Proposed mechanisms and implementation plan	20
	Total points for criterion	50
	Qualifications and competence of the key staff for the Assignment (accompanied by CVs & certificates)	
	a) Team Leader	10
	b) Project Manager	5
	c) GIS Specialist 5 GIS Expert	5
	Total points for criterion	20
	Understanding of Assignment	10
	Total points for criterion	10
	Total points	100
	The minimum technical score (St) required to pass is 70%	
2.	<u>The financial proposal shall be denominated in SZL (Emalangeni)</u>	
3.	The formula for determining the financial scores is the following: [Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]	
4.	The weights given to the Technical and Financial Proposals are: <u>T= 0.7, and</u> <u>F= 0.3</u>	
5.	Expected date for commencement of consulting services: <u>from the day after the issuance of Notice to Proceed.</u>	

8. ESSENTIAL REQUIREMENTS FOR FINANCIAL PROPOSAL

The selected Organization will be awarded a twenty-four-months (24) contract which will be renewable subject to performance evaluation. Organizations are therefore requested to make a specific twelve-months (12) proposal and make costs estimates for periods after the initial twelve months.

8.1 The proposal must be denominated in local Swazi currency (SZL).

8.2 Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal. These are;

8.2.1 Financial Proposal Submission Forms (**FORM FIN 1**)

8.2.2 Summary Costs (**FORM FIN 2**)

8.2.3 Breakdown of Costs by Activity (**FORM FIN 3**)

Failure to meet any of the essential requirements will result in immediate disqualification.

9. TECHNICAL PROPOSAL FORMS

FORM TECH-1: TECHNICAL SUBMISSION FORM

[Insert Date]

**To: The Chief Executive Officer
Municipal Council of Manzini
P.O Box 418
MANZINI**

Dear Sirs/ Madams,

We the undersigned offer to provide consulting services for the Management of the Public order, Law enforcement, Safety and Security Strategy for the Municipal Council of Manzini in accordance with your request for proposal dated (*date*) and our proposal. We are submitting our Proposal in association with..... (*Insert a list with full name and address of each associated organization*).

We are hereby submitting our Proposal, which includes a Financial Proposal sealed under a separate envelope.

We 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 our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in paragraph 1.12 of the data sheet we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the management services related to the assignment no later than indicated in Paragraph 4.7 of the data sheet.

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

Yours faithfully

Name and Address of organization

.....

Amount and Currency

.....



.....

.....

.....

Authorised Signature:

Name and title of Signatory:



FORM TECH-2

A. ORGANIZATION'S BACKGROUND *(provide a brief description of the background and organization of your entity and each associate for this assignment)*



B. ORGANIZATION'S EXPERIENCE

(Using the format below, provide information on each assignment for which your organization was legally contracted for providing similar services to the ones requested under this assignment)

Assignment Name:	Approximate value of the contract (SZL currency):
Country: Location within country:	Duration of Assignment (months):
Name and address of Client:	Total number of staff-months of the assignment:
Start Date (Month/year):	Approximate value of the services provided by your organization under the contract (in SZL currency):
Name of Associate organizations, if any:	Number of senior professional staff of your organization involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team leader):
Number of professional Staff-months provided by associated Organizations:	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

FORM TECH-3: COMMENTS/SUGGESTIONS ON THE TERMS OF REFERENCE

(Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another or proposing a different phasing of the activities) Such suggestions should be concise and to the point, incorporated in your proposal)



FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT



FORM TECH-5: WORK SCHEDULE

N0.	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
6													
7													
8													



FINANCIAL PROPOSAL FORMS

FORM FIN-1: FINANCIAL SUBMISSION FORM

We the undersigned offer to provide consultancy services for the Management of the Public Order, Safety and Security Strategy in accordance with your request for proposal dated (*Date*). Our attached Financial Proposal is for the sum of..... (in words and figures). This amount is exclusive of the local taxes.

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 1.12 of the data sheet.

Name and Address of organization	Amount and Currency
.....
.....
.....	
.....	
.....	

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

Yours faithfully

Authorised Signature:

Name and Title of Signatory:



Form FIN-2: Costs Summary

ITEM	Costs	
	Currency (.....)	Currency (.....)
Total Cost of Financial Proposal		

Form FIN 3: Breakdown of Cost by Activity

Group of Activities	Description (<i>Short description of activities costs breakdown is provided in this form</i>):	
	
	
	
Cost component	Costs	
	Indicate currency	Indicate Currency



ANNEXURE 2

DECLARATION OF ELIGIBILITY FORM

[Note to Tenderers: The Tenderer must provide a signed declaration on its company letterhead in the following format. If the Tender is being presented by a joint venture or consortium, all members must each sign their own declaration.]

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

To: The Chief Executive Officer

Municipal Council of Manzini

Ngwane & Nkoseluhlaza Streets

P.O. Box 418

Manzini

Dear Sirs,

Re: Tender Reference: Tender No 34 of 2022/2023- Management of the Public Order Safety and Security Strategy

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



Authorized Representative

Date



1. GENERAL CONTRACT CONDITIONS

1.1 Definitions

- (a) **“Council”** means Municipal Council of Manzini.
- (b) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- (c) **“Collusive”** practices mean a scheme or arrangement between two or more Consultancy firms, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- (d) **“Consultancy”** means any entity or person that may provide or provides the Services to Council under the Contract.
- (e) **“Contract”** means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions (GCC), the Special Conditions (CONTRACT), and the Appendices.
- (f) **“Corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- (g) **“Data Sheet”** means such part of the Instructions to Consultancy firm(s) used to reflect specific assignment conditions.
- (h) **“Day”** means calendar day.
- (i) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) **“Government”** means the government of Eswatini.
- (k) **“Instructions to Consultancy firm s”** means the document which provides Consultancy firm(s) with all information needed to prepare their Proposals.
- (l) **“Personnel”** means professionals and support staff provided by the Consultancy firm or by any Sub-Audit firm and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- (m) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (n) **“RFP”** means this Request for Proposals.
- (o) **“Services”** means the work to be performed by the Consultancy firm pursuant to the Contract.

- (p) **“Sub-Consultancy Firm”** means any person or entity with whom the Consultancy firm subcontracts any part of the Services.
- (q) **“Terms of Reference” (TOR)** means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Council and the Consultancy firm, and expected results and deliverables of the assignment

2. LAW GOVERNING CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

3. LANGUAGE

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4. NOTICES

4.1 Delivery of Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the CONTRACT.

4.2 Change of Address

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the CONTRACT.

5. LOCATION

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as Council may approve.

6. AUTHORITY OF MEMBER IN CHARGE

In case the Consultancy firm consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the CONTRACT to act on their behalf in exercising



all the Consultancy firm's rights and obligations towards Council under this Contract, including without limitation the receiving of instructions and payments from Council.

7. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by Council or the Consultancy firm may be taken or executed by the officials specified in the CONTRACT.

8. TAXES AND DUTIES

The Consultancy firm, Sub-Consultancy firm s, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the CONTRACT, the amount of which is deemed to have been included in the Contract Price.

9. FRAUD AND CORRUPTION

Consultancy firm(s) should be aware that a Consultancy firm who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated and may further be subject to prosecution under the laws of Eswatini.

10. COMMISSION AND FEES

It is required that the successful Consultancy firm will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

11. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the contract. The date the Contract comes into effect is defined as the Effective Date.

11.2 Commencement of Services

The Consultancy firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the contract.



11.3 Expiration of Contract

Unless terminated earlier this Contract shall expire at the end of the time period after the Effective Date, as specified in the contract.

11.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

12. FORCE MAJEURE

12.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

12.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

12.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

12.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.



13. TERMINATION

13.1 By Council

Council may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence Council shall give not less than thirty (30) days' written notice of termination to the Consultancy firm, and sixty (60) days' in the case of the event referred to in (e).

13.1.1 If the Consultancy firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as Council may have subsequently approved in writing.

13.1.2 If the Consultancy firm becomes insolvent or bankrupt.

13.1.3 If the Consultancy firm, in the judgment of Council has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

13.1.4 If, as the result of Force Majeure, the Consultancy firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

13.1.5 If Council, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

13.1.6 If the Consultancy firm fails to comply with any final decision reached as a result of arbitration proceedings hereof.

13.2 By the Consultancy Firm

The Consultancy firm(s) may terminate this Contract, by not less than thirty (30) days' written notice to Council, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this:

- a) If Council fails to pay any money due to the Consultancy firm pursuant to this Contract and not subject to dispute hereof within forty-five (45) days after receiving written notice from the Consultancy firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If Council fails to comply with any final decision reached as a result of arbitration pursuant to hereof.

14. Payment Upon Termination

Upon termination of this Contract Council shall make the following payments to the Consultancy firm:

- a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause **GCC , reimbursement** of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

15. OBLIGATIONS OF THE CONSULTANCY FIRM

15.1 General

15.1.1 Standard of Performance

The Consultancy firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultancy firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Council, and shall at all times support and safeguard Council's legitimate interests in any dealings with Sub-Consultancy firm(s) or third Parties.

15.1.2 Conflict of Interests

The Consultancy firm shall hold Council's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

15.2 Consultancy firm is Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultancy firm pursuant to Clause GCC 6 shall constitute the Consultancy firm's only payment in connection with this Contract or the Services, and the Consultancy firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultancy firm shall use their best efforts to ensure that



the Personnel, any Sub-Consultancy firm s, and agents of either of them similarly shall not receive any such additional payment.

15.3 Consultancy firm and Affiliates Not to be Otherwise Interested in Project.

The Consultancy firm agrees that, during the term of this Contract and after its termination, the Consultancy firm and any entity affiliated with the Consultancy firm, as well as any Sub-Consultancy firm(s) and any entity affiliated with such Sub-Consultancy firm s, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy Firm's Services for the preparation or implementation of the project.

15.4 Prohibition of Conflicting Activities

The Consultancy firm shall not engage, and shall cause their Personnel as well as their Sub-Consultancy firm(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

15.5 Confidentiality

Except with the prior written consent of Council, the Consultancy firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

15.6 Insurance to be Taken Out by the Consultancy firm

The Consultancy firm (a) shall take out and maintain, and shall cause any Sub-Consultancy firm(s) to take out and maintain, at their (or the Sub-Consultancy firm s', as the case may be) own cost but on terms and conditions approved by Council, insurance against the risks, and for the coverage, as shall be specified in the CONTRACT; and (b) at Council's request, shall provide evidence to Council showing that such insurance has been taken out and maintained and that the current premiums have been paid.

15.7 Consultancy firm 's Actions Requiring Agency's Prior Approval

The Consultancy firm shall obtain Council's prior approval in writing before taking any of the following actions:



- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the CONTRACT.

15.8 Reporting Obligations

- (a) The Consultancy firm shall submit to Council the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in flash disk in addition to the hard copies specified in said Appendix.
- (c) The consultant will work closely and report periodically to The Strategy Manager in the Chief Executive Officer's office and the Director Corporate Services.

15.9 Documents Prepared by the Consultancy firm to be the Property of Council

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultancy firm under this Contract shall become and remain the property of Council, and the Consultancy firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to Council, together with a detailed inventory thereof.
- (b) The Consultancy firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the CONTRACT.

15.10 Removal and/or Replacement of Personnel

Except as Council may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultancy firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultancy firm shall provide as a replacement a person of equivalent or better qualifications.

- a) If Council finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm shall, at Council's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Council.
- b) The Consultancy firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



16 OBLIGATIONS OF COUNCIL

16.1 Assistance

Council shall use its best efforts to provide the Consultancy firm any assistance needed therein.

16.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultancy firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in the contract, as the case may be.

16.3 Payments to the Consultancy firm

The Consultant shall be paid as follows:

- 16.3.1** 10% upon submission and approval of the 1st draft Management of the Public Order Safety and Security Strategy Assessment;
- 16.3.2** 10% upon submission and approval of the Final Management of the Public Order Safety and Security Strategy Assessment;
- 16.3.3** 30% upon submission and approval of the 1st Draft Management of the Public Order Safety and Security Strategy;
- 16.3.4** 30% upon submission and approval of the Final Management of the Public Order Safety and Security Strategy
- 16.3.5** 20% upon submission and approval of the final Document Management of Public Order Safety and Security Strategy; in 3 Hard Copies and with a Flash Disk document in PDF format.

All Documents shall bear Council logo and corporate colours.

16.4 Contract Unit Prices and Reimbursable

- a) The unit prices and reimbursable payable in the currency is set forth in the document.
- b) The unit price and reimbursable payable in local currency is set forth in the contract.

16.5 Terms and Conditions of Payment



Payments will be made to the account of the Consultancy firm and according to the payment schedule stated in the CONTRACT. Unless otherwise stated in the contract, the first payment shall be made against the provision by the Consultancy firm of an advance payment guarantee for the same amount, and shall be valid for the period stated in the CONTRACT. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as Council shall have approved in writing. Any other payment shall be made after the conditions listed in the CONTRACT for such payment have been met, and the Consultancy firm has submitted an invoice to Council specifying the amount due.

16.6 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

17 SETTLEMENT OF DISPUTES

17.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

17.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the CONTRACT.