





































.....

.....

.....

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)*

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



**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**

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

