

MUNICIPAL COUNCIL OF MBABANE



TENDER NUMBER 26 – 2018/2019



REQUEST FOR PROPOSAL

SELECTION OF A SECURITY SERVICES COMPANY FOR THE:

PROVISION OF LAW ENFORCEMENT, SECURITY AND NUISANCE ABATEMENT FOR THE MBABANE MUNICIPALITY

The Municipal Council of Mbabane (MCM) intends to appoint a suitably qualified Security Services Company to enforce all Municipal Laws (bye laws), to provide Security and to abate all nuisances within the mandate of the Municipality

More details on the requirements are provided in the Request for Proposal (RFP) documents, which may be purchased from the Municipal Council of Mbabane's Civic Offices for a non-refundable fee of **E500.00**. The method of payment shall be cash or bank guaranteed cheque, payable to the Municipal Council of Mbabane.

Proposals shall be valid for a period of 120 days after bid opening.

Proposals must be submitted in sealed envelopes and deposited into the Tender Box located next to the Council's revenue offices at the following address;

**Municipal Council of Mbabane
P.O. Box 1 Civic Offices, Mahlokohla Street
Mbabane H 100
Swaziland**

Proposals must be delivered not later than **12 noon, Friday September 7 , 2018** at which time the technical proposals will be opened in public.

Proposals should be submitted in plain sealed envelopes and clearly marked:

**“CONFIDENTIAL”
Proposal for the provision of Law Enforcement, Security and Nuisance
abatement services**

(Not to be opened 12 noon, September 7, 2018)

The Municipal Council of Mbabane reserves the right to accept or reject any proposal without giving reasons thereof and does not bind itself to accept the lowest or any tender.

**G. MHLONGO
Chief Executive Officer**



SECTION 1: INSTRUCTIONS TO COMPANIES

DISCLAIMER:

The contents and information provided in this Request for Proposal are meant to provide general information to interested parties. The successful Respondent will be required to execute an Agreement with the Council that will govern the rights, duties and obligations between the Council and the successful Respondent. Accordingly, the terms set forth within this Request for Proposal does not constitute any contract between the Council and the successful Respondent. Moreover, the Council accepts no responsibility for any omissions or deletions relating to this Request for Proposal.

DEFINITIONS:

- a) **“Council”** Means the Municipal Council of Mbabane
- b) **“Company ”** Means any entity or person that may provide or provides the Services to the Council.
- c) **“Day”** Means calendar day
- d) **“Proposal”** Means the Technical Proposal and the Financial Proposal.
- e) **“RFP”** Means the Request For Proposal to be prepared by the Council for the selection of Company fully registered under the laws of the Kingdom of Eswatini.
- f) **“Services”** Means the work to be performed by the Company.



1.0 INTRODUCTION

- 1.1 Companies are invited to submit Technical Proposal(s) and one Financial Proposal covering or treating the all three categories of service as one, (Categories being Law Enforcement, Security and Nuisance abatement services). The proposals will be the basis for contract negotiations towards the ultimate signing of a Contract with the selected Company.
- 1.2 This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of a selection process and appropriate documentation being agreed between the Council and any successful Company as identified by the Council after completion of the selection process.
- 1.3 Companies should familiarise themselves with the Mbabane Municipality conditions and take them into account in preparing their Proposals. Companies are encouraged to visit the Council before submitting their Proposals. Companies should contact the Council Representative to arrange their visit or to obtain additional information.
- Manager for Law Enforcement and Security
Municipal Council of Mbabane
Swaziland
Tel: +26824097063 Cell: +26876089119
sabelom@mbacity.org.sz**
- 1.4 Companies should ensure that the Council Representative is advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 Companies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Council is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Company.

CONFLICT OF INTEREST:

- 1.6 The Council requires that Companies provide professional, objective, and impartial advice and at all times hold the Council's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.
- 1.7 Without limitation on the generality of the foregoing, Companies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under the circumstance below:



- 1.7.1 A Company (including its Personnel and sub-Consultants) that has a business or family relationship with a member of the Council's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference / Scope of Work of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
- 1.7.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Council, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Company or the termination of its Contract.

FRAUD AND CORRUPTION:

- 1.8 The Council requires that and their agents (whether declared or not), personnel and sub-Consultants observe the highest standard of ethics during the selection and execution of the required Services. In pursuance of the above, the Council defines the terms set forth below as follows:
 - 1.8.1 "**Corrupt Practice**" - is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - 1.8.2 "**Fraudulent Practice**" - is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
 - 1.8.3 "**Collusive Practices**" - is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - 1.8.4 "**Coercive Practices**" - is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - 1.8.5 The Council will reject a proposal for award if it determines that the Company recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.



PROPOSALS REQUIREMENTS:

- 1.9 The bidding company is invited to submit Technical Proposal(s) for each sought service division yet lump the Financial Proposal as one due to the intertwined nature of the sought services. (Provision of one/includes the other(s) hence the single yet inclusive invoicing).
- 1.10 The company may only submit one proposal separating each function through distinct sub-topics for ease of reference. For Example ,How Company intends **Enforcing Laws**, How Company intends providing **Security** and how Company intends **Abating Nuisances** by detailing the full understanding of each related scope and implementation methodology for each service category.
- 1.11 The bidding Company proposals shall be written in the English Language. It is desirable that the firm's Personnel have a working knowledge of the Council's national language.
- 1.12 Companies must submit the original and three copies of the Technical Proposal(s), and the original of the Financial Proposal.
- 1.13 Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the author's of the proposals themselves. The person who signed the proposal must initial such corrections.
- 1.14 An authorised representative of the Company shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any form demonstrating that the representative has been duly authorised to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". The technical proposal(s) must be submitted accompanied by the Technical Proposal Submission Form(s) annexed hereto as Annexure 1 as well as the **DECLARATION OF ELIGIBILITY** form attached as Annexure 2.
- 1.15 The Technical Proposal(s) shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposals are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 1.16 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".



- 1.17 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The Council shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed. This circumstances may be the case for Proposal rejection. If the Financial Proposal is not submitted in a separate envelop duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 1.18 The Council shall open the Technical Proposal immediately after the deadline for their submission. The envelope with the Financial Proposal shall remain sealed and securely stored.
- 1.19 All proposals, including supporting documents, submitted to the Council become the property of the Council.
- 1.20 Proposals in response to this RFP shall be valid for (120) days. At the end of the 120 days, the proposal may be withdrawn at the written request of the Company. If the proposal is not withdrawn at that time it remains in effect until an award is made if approved.

2.0 CLARIFICATION AND AMENDMENTS OF RFP DOCUMENTS

- 2.1 All queries relating to the RFP, technical or otherwise, must be either in writing or by email only and will be entertained by the Council only in respect of the queries received up to seven (7) days before the submission date. The Council will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidding company in the manner specified.
- 2.2 At any time before the submission of proposals, the Council may for any reason, whether at her own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda which shall be sent by paper mail, email or facsimile to all invited companies and will be binding on them. The Council may, at her discretion, extend the deadline for the submission of proposals if the amendment is substantial.

3.0 RIGHT TO REJECT BIDS

- 3.1 The Council reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Council in the matter. The RFP is liable to be rejected if:
 - 3.1.1 It is received after expiry of the due date and time.



- 3.1.2 It is not in conformity with the instructions mentioned in this RFP document.
- 3.1.3 It is not properly/duly signed.
- 3.1.4 It is received through Telex / Telegram/ Fax / E-mail.
- 3.1.5 It is incomplete including non-furnishing of the required documents.
- 3.1.6 It is evasive or contains incorrect information.
- 3.1.7 There is canvassing of any kind.
- 3.1.8 It is submitted anywhere other than the place mentioned in the RFP.

4.0 PREPARATION OF PROPOSALS

4.1 In preparing their proposals, Companies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.2 Technical Proposal:

4.2.1 The Technical Proposal shall not include any financial information.

4.2.2 While preparing the Technical Proposal, Companies must give particular attention to the following:

- (i) A brief description of the firm'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 and firm's involvement.
- (ii) Any comments or suggestions on the Scope of Work, a list of services and facilities to be provided by the Companies.
- (iii) A description of the proposed methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) 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.

- (vi) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (vii) The Proposal must remain valid for 120 days after the submission date.

4.3 Financial Proposal:

- 4.3.1 In preparing the Financial Proposal, companies are expected to take into account the requirements and conditions outlined in the RFP documents.
- 4.3.2 The Financial Proposal should list all costs associated with the assignment including (i) remuneration of staff and (ii) reimbursable expenses. These costs should be broken down by activity.
- 4.3.3 All activities and items described in the Technical Proposal must be priced separately. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.(generic break down that makes up each invoicable unit price)
- 4.3.4 Companies shall express the price of their services in Emalangeni (SZL).
- 4.3.5 Proposal prices shall be in the form of a firm unit price for each item during the contract period.

5.0 PROPOSAL EVALUATION

- 5.1 From the time the proposals are opened to the time the Contract is awarded, the companies should not contact the Council on any matter related to its Technical and/or Financial Proposal. Any effort by the Company to influence the Council in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bidding Company's Proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.3 **Technical Proposal:** The evaluation committee shall evaluate the Technical Proposals on the basis of the responsiveness to the Terms of Reference. Each responsive Proposal will be given a technical score. A Proposal shall



be rejected at this stage if it does not respond to important aspects of the RFP, and particularly if it fails to achieve the required minimum technical score. Only Company's reaching a minimum score of 70% will be considered. The Evaluation Criteria shall be:

5.3.1	<i>Qualifications</i>	10%
5.3.2	<i>Experience</i>	10%
5.3.3	<i>Methodology & implementation Plan</i>	30%
5.3.4	<i>Pro-active Policing</i>	20%
5.3.5	<i>Safe, Apprehension, Confiscation, impoundment plan</i>	10 %
5.3.6	<i>Inter-departmental Support-Contractor co-operation plan</i>	5 %
5.3.7	<i>Migration of manually generated data to tech data capture Systems in line with Council complaints/compliments register(plan)</i>	5 %
5.3.8.	<i>Proper/timely equipment provision to carry-out assignment</i>	10%

Evaluation total out of 100

- 5.4 *Financial Proposal:*** Following the ranking of technical proposals, selection is based primarily on quality. Unit pricing break-down if fully commensurate and inversely justified with job function frequencies will be a better motivator for preference in selection.
- 5.5 *Public Opening:*** After the technical evaluation is completed the Council shall inform the Companies who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their financial Proposals will be returned unopened after completing the selection process.
- 5.6** The Council shall simultaneously notify in writing Company's that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Companies sufficient time to make arrangements for attending the opening. Companies' attendance at the opening of Financial Proposals is optional.
- 5.7** Financial Proposals shall be opened publicly in the presence of the Company representatives who choose to attend. The name of the Companies, and the technical scores of the Companies shall be read aloud. Financial Proposal of the Companies who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial



Proposals shall then be opened, and the total process read aloud and recorded.

- 5.8 Council may require an optional Oral presentation to endorse its final selection to of a 70% :30% weighting on the coherence of the role understanding, the technical and financial synergies of the entire proposition scores that depict a clear and adequate understanding of the RFP's as invited by Council.

.NEGOTIATIONS:

5.9 Negotiations will be held at the date and address to be specified by the Council. The invited Companies will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Council proceeding to negotiate with the next-ranked Company. Representatives conducting negotiations on behalf of the Copany must have written authority to negotiate and conclude a Contract.

5.10 **Technical Negotiations:** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, service delivery model with implementation deadlines, organization and staffing, and any suggestions made by the Company to improve the Terms of Reference. The Council and the Company will finalise the Terms of Reference, staffing schedule, work schedule, logistics and reporting for inclusion in the **Service Level Agreement**. The Council shall thereafter prepare minutes of negotiations which will be signed by the Council and the Company.

5.11 **Financial Negotiations:** If applicable, it is the responsibility of the Company, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Company under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Council's country, and the manner in which it will be reflected in the Contract and will reflect the agreed technical modifications in the cost of the services.

5.12 **Availability of Professional staff/ experts:** Having selected the Company on the basis of, among other things, an evaluation of proposed Professional/Skilled staff named in the Proposal. Before contract negotiations, the Council will require assurances that the Professional staff will actually be available. The Council will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.



- 5.13 If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Company may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience of the previously mentioned original candidate and be submitted by the Company within the period of time specified in the letter of invitation to negotiate.
- 5.14 **Conclusion of Negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Council and the Company will initial the agreed Contract. If negotiations fail, the Council will invite the Company whose Proposal received the second highest score to negotiate a Contract.
- 5.15 **Confidentiality:** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Company who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Company of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Council's anti-fraud and corruption requirements.

SECTION 2: INSTRUCTION TO BIDDING COMPANY

6 INTRODUCTION

6.9 The company will, by responding to the Council's RFP document, be deemed to have accepted the terms as stated in this RFP document.

6.10 RFP Closing Date

RFP Response should be submitted to the officials indicated below not later than 12 noon, Friday September 7, 2018.

6.11 Submission to the Council

Proposals should be submitted in a sealed envelope and deposited into the Tender Box located next to the Council's revenue offices at the following address;

Municipal Council of Mbabane



**P.O. Box 1 Civic Offices, Mahlokohla Street
Mbabane**

The envelope shall be clearly marked:

“CONFIDENTIAL”

**Proposal for the Provision of Law Enforcement, Security and Nuisance
Abatement services**

(Not to be opened until 12 noon, Friday September 7, 2018)

6.12 Submission will be valid if;

Proposals are to be submitted in a sealed envelope and deposited into the Tender Box located next to the Council's revenue. Submission by Fax transmission or email is not allowed and will be considered invalid.

The proposal should be prepared in English language and in MS Word/Excel format.

6.13 Rejection of RFP

The RFP response must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode or e-mail, the RFP is liable to be summarily rejected.

6.14 Late Submission

It should be clearly noted that the Council has no obligation to accept or act on any reason for a late submitted response to RFP. The Council has no liability to any person who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

6.15 RFP Validity Period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least 120 days from the RFP closing date.

6.16 Requests for Information

All queries relating to the RFP, technical or otherwise, must be either in writing or by email only and will be entertained by the Council only in respect of the queries received up to seven (7) days before the submission date. The Council will try to reply, without any obligation in respect thereof, every reasonable query raised by the Company's in the manner specified.



6.17 Clarification may be directed to:

The Manager for Law Enforcement & Security
Municipal Council of Mbabane
P.O. Box 1
Mbabane
Tel: 2409 7063 Cell: 76089119
sabelom@mbacity.org.sz

6.18 The Company should provide details of their email address as responses to queries will only be provided to the Company via email. If the Council in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then the Council reserves the right to communicate such response to all bidding Companies. The Council may in its sole and absolute discretion engage in discussion or negotiation with any Company after the RFP closes to improve or clarify any response.

6.19 **Notifications**

The Council will notify the Company in writing as soon as practicable, about the outcome of the RFP evaluation process, including whether the Company RFP response has been accepted or rejected. The Council is not obliged to provide any reasons for any such acceptance or rejection.

An intention of notice to award will be sent directly to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and, published on the SPPRA website.



6.20 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

SECTION 3: TERMS OF REFERENCE

7 INTRODUCTION

The Municipal Council of Mbabane requires a competent and reputable company to provide Law Enforcement, Security and Nuisance Abatement services for the Mbabane Municipality for the period of 3 years from the commencement date of the agreed Service Level Agreement

SCOPE OF WORK

The work scope is fully in line with Councils strategy in improving security around the city to assure public order and safety whilst observing and fully participating in the **development of the Public Transport Strategy as enshrined in the draft report of 31st October ,2016 meant to strengthen work relations with traffic Police**(Royal Swaziland Police) to enforce parking laws in the city.

The broad scope of work therefore entails the following:

- a) The Enforcement of Municipal Laws
- b) Security Provision
- c) Nuisance Control
- d) Animal Pound
- e) Stakeholder Engagement
- f) Data Capture support for service related tasks(Manual/electronic)
- g) Events /Adhoc requests support
- h) In-house investigations in support of criminal and disciplinary contraventions
- i) Surveillance , intelligence support during normal and anti-social hours.
- j) Inter-departmental and Council Contracted contractor support.
- k) Mental Health Order support
- l) Timely Reports generation on Council Approved Quality Management Systems and Procedures)
- m) Enforcement support on all National Legislation outside the mandate of Council, e.g Citizen arrest

8 FORM OF COMPLETED WORK

The deliverables of this consultancy are:

- i. Fully equipped personnel on commencement date of service provided
- ii. Daily Access Controls
- iii. Daily Prevention of Crime



- iv. Accurate reporting .
- v. Timely accurate invoicing
- vi. Accurate Data Capture

9 **INFORMATION REQUIRED FROM TENDERERS**

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

- i) Relevant Experience
A detailed reference list stating previous capacity to perform regulatory work that entails Crowd control, enforcement or high people pressure barrier management. (e.g. In high pressure events marred by Revelry, Gigs, sports, street trade)

The reference list must be a detailed listing of a contact name, address and telephone numbers of at least two recent (i.e. three years and less) clients who can be contacted in order to obtain a reference.
- ii) Ownership of Company
Ownership of the Company shall need to be stated by way of producing relevant documents – Current Form J and Certificate of Incorporation.
- iii) Qualification of Staff to be assigned
Tenderers shall list all individuals that will be involved in this assignment and describe, in brief, their skills, professional and/or academic background as well as their experience in executing similar projects.
- iv) Tax Clearance Certificate
A current Tax Clearance Certificate is required and must be submitted.
- v) Police Clearance Certificate
A current Police Clearance Certificate is required and must be submitted.
- vi) Current Trading Licence
The Consultancies' Current Trading Licence must be availed.
- vii) Audited Financial Statements
- viii) Current Labour Compliance Certificate
- ix) Current SNPF compliance Certificate
- x) Company or Directors of tenderer must be free of any pending suspension
- xi) Receipt as proof of tender purchase
The Mbabane receipt as proof of purchase of the tender document / terms of reference must be attached as well.

10 **CRUCIAL DOCUMENTS AT TENDER OPENING**



At tender opening the Council will consider the following:

- I. Valid Tax Clearance;
- II. Valid Trading Licence;
- III. Certificate of Incorporation;
- IV. Current Form J;
- V. Municipal Council of Mbabane tender purchase receipt.

The above stated documents must be submitted in a separate envelope for clear identification.

11 EVALUATION OF TENDERS

- i. Council intends to award the contract on the basis of proven ability by the tenderer to carry out the assignment, a clear understanding of the issues, relevant experience, a rigorous approach to managing highly volatile security operations in a approach that may less likely result to violent clashes .
- ii. The evaluation committee, appointed by the Client shall evaluate the proposals on the basis of the following factors and their weighting:
 - a. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference
 - b. Qualifications and competence of the key staff for the assignment
 - c. Specific Capacity of the Company to carry-out assignment.
 - d. Financial proposal – the lowest financial proposal will always be preferred but not at the expense of quality. Only financial proposals of firms obtaining a minimum score of 70% will be considered.
- iii. You are, therefore, required to ensure that your methodology and work plan is self-explanatory and you **MUST** link the work plan to the actual staff assigned. You must clearly show how each team member will contribute.(eg.) The organizational bearing staff members should clearly align personnel with Job required functions.

Please note: firms whose technical proposals do not meet the standard will not be opened and will be returned to the firm unopened.



12 PAYMENT SCHEDULE

The Company will only be paid for services rendered and consolidated in a Monthly report that tally's with the invoiced items Council does note for the record that the performance of one service on each month includes the other due to the intertwined roles of Enforcement and security save for additional roles that include a totally inflated number in personnel from the norm. The deadline for the preferred invoice date will be clearly spelt out in the Service level Agreement.

13 REPORTING ARRANGEMENTS

The Contract Manager will work closely and report periodically to the Manager for Law Enforcement & Security and occasionally when required by the Head of Department as and when necessary.



14 TECHNICAL PROPOSAL

- a. In preparing the Technical Proposal, tenderers are expected to examine the Scope of Work in detail. Information deficiencies in providing the information requested may result in rejection of a proposal.

- b. While preparing the Technical Proposal, tenderers must give particular attention to the following:
 - It is desirable that the majority of the key professional staff , proposed be permanent employees of the Company or have an extended and stable working relationship with it;
 - It is desirable that the technical proposition(s) are separated according to the Category of each sought function.

For Example

- Propose on separate page on how you will Enforce the Municipal Laws under your direct mandate
- Propose on a separate page on how you will provide Security
- Propose on a separate page on how you will Abate Nuisances.

15 FINANCIAL PROPOSAL

Financial proposals must be broken down for better understanding and consideration.

Quotations should be made on the understanding that no additions will be made on the grounds of price inflation or a failure to foresee the scope of work involved at least for the duration of each Annual anniversary for each succeeding year thereof..

Please ensure that the financial proposal is itemised, clearly detailing costs that will not change or warrant a re-escalation from the original quote of each financial year.

16 SUBMISSION OF PROPOSALS

Tenderers should address their technical and financial proposals **UNDER SEPARATE ENVELOPES** to the Chief Executive Officer by no later than **12 noon, Friday September 7, 2018**. Any documents received after this date will be returned unopened to the tenderer.



17 AWARD OF CONTRACT

The contract will be awarded following a thorough evaluation exercise. After award the Client will promptly notify other tenderers that they were unsuccessful.

18 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the company's who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

19 VALIDITY

This tender will remain valid for 120 days 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 evaluation and award 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.

INDEMNIFICATION

The tenderer that will be awarded this particular tender will have to sign an indemnity agreement with the Town Council.

20 OBLIGATIONS OF THE AWARDED COMPANY

Taxes and Duties

The awarded Company and it's employees shall be liable for the payment of income and applicable taxes, duties and other imposition as may be levied under the laws and regulations of the Kingdom of eSwatini.

21 ADDITIONAL MANDATORY REQUIREMENTS AWARDED COMPANY

- Deployment Vehicle
- Response Vehicle/compatible suspects transportation vehicle
- Sound Communication system
- Horse/donkey cattle haulage trailers with loader ramps for all terrain
- P.C workstation for Council security office (for data capture)



22 **CLARIFICATIONS**

Clarifications may be obtained from:

The Chief Executive Officer

Civic Offices
Mahlokohla Street

P.O. Box 1

MBABANE

Tel: (0268) 2409 7000

Fax: (0268) 2404 2611

e-mail: citycouncil@mbacity.org.sz



ANNEXURE 1 - FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

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

To: *The Chief Executive Officer Municipal Council of Mbabane, Mahlokohla Street P.O. Box 1 Mbabane*

Dear Sirs:

We, the undersigned, offer to provide the Law Enforcement, Security and Nuisance abatement services to the Municipal Council of Mbabane in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal : [>>Insert company name and its full address.>>]

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, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Law Enforcement, Security and Nuisance abatement services as advertised related to the assignment as soon as we are instructed.

We understand the Municipality is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,

Authorized Signature: _____ Name
and Title of Signatory: _____ Name of Company/ Firm:
Address: _____

[Stamp of the Firm]



ANNEXURE 2 - FORM TECH-7: DECLARATION OF ELIGIBILITY

[The Company director 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 Company or authorised representative, Address, and
Date>>>]

To: *The Chief Executive Officer Municipal Council of Mbabane, Mahlokohla Street P.O. Box 1
Mbabane*

Dear Sirs,

Re: Tender Reference: **RFP TENDER NUMBER – 2018/2019**

We hereby declare that:-

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

Signed

Authorised Representative

Date



General Notes

Council Expectations

in the Roll out of the approach and methodology

Council expects each proposer to make a written set up plan deemed a delivery schedule inclusive of time lines of how proposer intends setting up shop at Council for the assignment . The proposer should separate each approach and method for each category of service required. (Propose differently for Enforcement, differently for Security Provision and differently for Nuisance abatement by including a data capture model for each service category.

For example

- How much time would proposer set up a team dedicated to Council for this assignment.

What are the proposers research findings on the service requirements, the challenges that exist in the control of street vending and the solutions the proposer has to control illegal street trade as a stand-alone model?

- The proposer's roll out model to protect life and property at Council beginning from access control , crime prevention and detection , prevention of theft , pilferage of equipment and the syphoning of gasoline
- The proposer's approach on Nuisance abatement of all sorts. Council needs to know , how proposer will curb, control and abate animal nuisance beginning from cattle, horses, donkeys and dogs. Proposer should proceed to state how noise pollution generated by cars at car wash points, bars with excessive music , bars that close late.
- In all the separate assignments the proposer is expected to narratively explain how the accurate capture of data will be conducted electronically and manually 24 hours a day and 7 days a week . What innovation can the proposer bring to improve data capture
- On general enforcement the proposer needs to show how she intends delivering the enforcement service in a violence free manner whether supported or un supported by the Royal Swaziland Police.
- Council also desires to know how the proposer will maintain a smooth work relationship with the National Police through out the lifespan of the service level agreement.
- Show Council how the professional/ skilled staff appearing in the Organogram link by way of experience to each service category required by Council.

NB. In the case of proposers that have not previously serviced a Municipality , the research findings during the tender open period should yield results on the general understanding of TOR's as explained in the RFP document. The RFP does provide room for clarifications where necessary...









