

SECTION 2

Technical Proposal- Standard Forms

Instructions to tenderers informs about, the format in which the Technical Proposal shall be submitted.

TECH-1	Technical Proposal Submission Form
TECH-2	Overall Capabilities of the Security Firm
TECH-3	Proposed Methodology
TECH-4	Document's Comprising the Proposal
TECH-5	Declaration of Eligibility

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[>>>Location, Date>>>]

To: The CEO
EIPA
P. O. Box 4189
Manzini

Dear Sirs:

We, the undersigned, offer security services to [>>>short description of what the Security firm(s) are required to do>>>] in accordance with your Request for Proposal dated [>>>Insert date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and 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 Data Sheet, 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 provision of the security services related to the assignment not later than the date indicated in Paragraph 13 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]



FORM TECH-2 OVERALL CAPABILITIES OF THE SECURITY FIRMS

Item	Particulars	
1.	What is the size of the firm from which the Security services would be performed?	
2.	What is the number of security services performed annually by the Security firm?	
3.	What experience does the firm have in providing security services in very busy and large place.	
4.	Do the Security firm have an internal staff rotation policy? If so what is the period of rotation of Security Personnel in charge for assignments in your firm?	
5	How many clients does the firm have? What sectors does the client base predominate?	
6	Can the security firm provide references to support its proposal? Please state three recent references with contact persons and contact details	
7	What is the Security firm's internal quality control procedures for specific security assignments and the firm's quality assurance program?	



FORM TECH-3: PROPOSED METHODOLOGY

Technical approach, methodology and work plan are key components of the Technical Proposal. The presentation of the Technical Proposal can be up to pages, inclusive of charts and diagrams divided into the following:

1. Technical Approach and Methodologies
2. Quality assurance process
3. Monitoring
4. Timelines proposed
5. Project management



FORM TECH-4: REQUIRED DOCUMENTS

The Technical Proposal must include the following documents:

- Certificate of Incorporation
- Certified Copy of Valid Labor Compliance Certificate
- Original Valid Tax Compliance Certificate
- Certified Copy of Valid Trading Licence
- Valid Form J and Form C or equivalent
- Certified copy of Legal Joint Venture (where necessary)
- Police clearance report for all directors and their IDs
- Certified copy of a Valid ENPF Compliance Certificate
- Receipt of RFP purchase
- 3 Reference letters from clients (current)



FORM TECH-5: DECLARATION OF ELIGIBILITY

[The Security firm 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 Security firm, Address, and Date>>>]

To: The CEO
EIPA
P.O. Box 4194
Mbabane

Dear Sirs,

Re: RFP Reference: EIPA-RFP 1a of 2021/2023

We hereby declare that: -

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) I/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) I/We have fulfilled our obligations to pay taxes and social security contributions;
- (d) I/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) I/We do not have a conflict of interest in relation to the procurement requirement.
- (f) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed
Authorized Representative

Date



Section 3

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to instructions provided under para. 11 of the 'Instructions to tenderers.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs



FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to Tenderers: This Financial Proposal Submission Form should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer. It should be included by the Tenderer in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: *[>>>insert Proposal Reference number>>>]*

To: *[>>>Name and address of Procuring Entity>>>]*

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the Security services to *[>>insert a brief description of the Services>>]* in conformity with your Request for Proposals and our technical and financial proposals;

(b) The total price of our proposal is Emalangani: *[>>insert the total proposal price in words and figures>>]*, inclusive of local taxes *[amend if local taxes are not required to be included]*;

(c) Our proposal shall be valid for a period of *[>>specify the number of calendar days>>]* days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

(d) We understand that you are not bound to accept any proposal that you receive;

Dated on _____ day of _____, _____ *[insert date of signing]*

Name: *[insert complete name of person signing the proposal]*

In the capacity of *[insert legal capacity of person signing the proposal]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Tenderer]*



FORM FIN-2: Summary of Proposal or Activity Cost

[Note to Security firm(s): Security firm(s) may reproduce this form in landscape format with additional columns, rows or fields] [Commissions and gratuities, if any, paid or to be paid to agents by the Security firm(s) and related to the assignment should be listed]

Cost Item	Cost (SZL)
Fees (provide detailed rates and descriptions)	
Reimbursable costs ¹ (provide detailed rates and descriptions)	
Local taxes (provide detailed rates and descriptions)	
Total	

[The above table may be expanded to include more categories and types of relevant data and information as appropriate]



REQUEST FOR PROPOSALS (RFPs) PROVISION OF SECURITY SERVICES

A) The Security firm is required to

1. Ensure that all personnel working under this contract are in good health and pose no risk to any employee, customers and assets.
2. The Security firm will provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified from other Service Providers.
3. The Security firm will ensure that their Supervisors are contactable at all times.
4. The Security firm will ensure that replacement staff is available should the need arise.
- 5 The Security firm will provide operational reports to EIPA and these to be submitted to the **Marketing officer** on a monthly basis (these monthly reports should cover all occurrences and incidents on various assigned areas.
- 6 The security firm shall ensure that the personnel to be deployed at Mavuso have no criminal records.
- 7 The Security staff and management on site must be able to communicate, read and write in English.

B) Hours to be worked

The security firm will be providing the service 24 hours daily. EIPA reserves the right to request ad-hoc security services on special events.

C) Policy and Procedures

The security bidder must have a comprehensive security policy and disciplinary procedure and attach support documents for confirmation.

D) Infrastructure

The security firm shall be responsible for the cost of repairs & maintenance to the infrastructure caused through their negligence, omission or vandalism on the firm's part.



GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISION

1. Law Governing Contract

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

2. Language

2.1. 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.

3. Delivery of Notice

3.1 Any notice required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice 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 data sheet.

4. Location

4.1. The Services shall be performed at such location whether in the Government's country or elsewhere, as the Authority may approve.

5. Authority of Member in Charge

5.1. In case the Security firm is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Security Firm's rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.

6. Authorized Representatives

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Security firm may be taken or executed by the officials specified in the **SCC**.

7. Corrupt and Fraudulent Practices

7.1 The Authority requires compliance in regards to corrupt and fraudulent/prohibited practices as set forth in clause 22

8. Commissions and Fees

8.1. The Authority requires the Security firm to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or representative 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 or representative, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the government laws.

9. Taxes and Duties



The Security firm and their Personnel shall pay such indirect taxes, duties, fees and other composition levied under the Applicable Law as specified in the SCC; the amount of which is deemed to have been included in the Contract Price.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

1. Effectiveness of Contract

1.1. This Contract shall come into effect on the date the contract is signed by both parties or later date as may be stated in the SCC.

2. Modifications or Variations

2.1. 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 both Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

3. Termination of Contract for Failure to Become Effective

- By the Authority

3.1. The Authority may terminate this contract in case of failure to disclose any interest the Security firm may have as specified by SCC. The Authority shall give not less than 30 days written notice of termination to the Security firm.

3.2 If the Security firm become insolvent or bankrupt.

3.3 If the Authority in its sole discretion and for any reason whatsoever decides to terminate this contract.

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

3.5 If the Security firm, in the judgement of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

– By the Security Firm

The Security firm may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of the following.

3.6 If the Authority fails to comply with any final decision reached as a result of arbitration.

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

3.8 If the Authority fails to pay any money due to the Security firm pursuant to this contract and not subject to dispute hereof within forty five (45) after receiving written notice from the Security firm that payment is overdue.



- Payment upon Termination

Upon termination of this contract (either by the Authority or by the Security firm), the Authority shall make the following payments to the firm.

(i) Remuneration for Services satisfactorily performed prior to the effective date of termination, pursuant to clause GCC 3.4.

(ii) Except in the case of termination pursuant to paragraphs (3.1) to (3.2) and (3.5) of Clause GCC 3 reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

4. Commencement of Services

4.1 Security Firm shall begin carrying out the Services not later than the number of days after the Effective date specified in the SCC.

5. Expiration of Contract

Unless terminated earlier pursuant to GCC clause 7, this contract shall expire at the end of the time period after the Effective Date as defined in the SCC.

6. Force Majeure

- Definition

6.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

6.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

6.3. Measures to be Taken

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7. Confidentiality

Except with the prior written consent of the Authority, the Security 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 Security firm and the Personnel make public the recommendations formulated in the course of, or as a result of the Services.



8. Security firm's Actions Requiring Authority's Prior Approval

The Security firm shall obtain the Authority'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,

9 Insurance to be Taken Out by the Security firm

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

10 Reporting Obligations

Apart from regular daily reports, a monthly report should clearly state the observations and shall also include the following;

- a) Operational overview
- b) The list of attendance register
- c) The list of incidents reported during the month
- d) Challenges encountered during the month
- e) Recommendations (if any)
- f) The Security firm will work closely and report periodically to the Marketing Officer at Mavuso, Manzini region.

C. SECURITY FIRM's PERSONNEL

1.1 Description of Key Personnel

The Security firm shall employ and provide such qualified and experienced Personnel to carry out the Services.

1.2 Removal and/or Replacement of Personnel

(i) Except (leader) as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Security firm, such as death, medical incapacity, it becomes necessary to replace any of the Key Personnel, the Security firm shall provide as a replacement a person of equivalent or better qualifications.

(ii) If the Authority finds that any of the Key Personnel have committed serious misconduct or have been charged with having committed a criminal action, or shall the Authority determine that the Security firm's key personnel have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Security firm shall, at the Authority's written request provide a replacement.

(iii) The Security firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

D. OBLIGATIONS OF THE AUTHORITY



1. Assistance

The Authority shall use its best efforts to assist the Security firm such assistance that will enable the firm to perform the Services.

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 Security firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Security firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts in the local currency.

E. PAYMENTS TO THE SECURITY FIRM

1. Payment

Payments under this Contract shall not exceed the amount specified in the SCC and shall be for the actual quantity delivered or performed for this Contract. The currency used in this contract is the local currency (Emalangeni)

2. Payment for Additional Services

For the purpose of determining the remuneration due for additional services may be agreed by both Parties, a breakdown of the unit prices and reimbursable as specified in Section 3, will be submitted by the Security firm and approved by the Authority.

3. Terms and Conditions of Payment

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

F. FAIRNESS AND GOOD FAITH

1. 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.

G. SETTLEMENT OF DISPUTES

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.



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 referred to by either Party to the adjudication/arbitration for settlement.

