
SWAZILAND ELECTRICITY COMPANY



REQUEST FOR PROPOSALS

**SERVICES FOR CONDUCTING SEC STRATEGY
SURVEYS**

TENDER NO. 09 of 2018/2019

JULY 2018



COFINDENTIALITY

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Table of Contents

..... 1

1.0 LETTER OF INVITATION 3

3.0 BACKGROUND 5

4.0 PURPOSE OF SURVEYS..... 5

 i) Baseline Survey 5

 ii) Final Assessment Survey 5

5.0 OBJECTIVES OF SURVEYS 6

6.0 SCOPE OF WORK..... 6

7.0 ASSIGNMENT FLOW 8

8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER 9

9.0 EVALUATION CRITERIA 9

10.0 ELIGIBILITY OF TENDERS 10

11.0 CONTRACT AWARD 12

12.0 DURATION..... 12

13.0 SUBMISSION AND VALIDITY OF BIDS 12

14.0 CONTRACT TERMS AND CONDITIONS 15

15.0 COMMENCEMENT 15

17.0 PAYMENT 16

18.0 POSTPONEMENT, VARIATION AND TERMINATION 16

19.0 VARIATION 17

20.0 APPLICABLE LAW 17

21.0 APPENDIX..... 18

 BID SUBMISSION FORM 18

 DECLARATION OF ELIGIBILITY 19



1.0 LETTER OF INVITATION

REQUEST FOR PROPOSALS OF SERVICES FOR CONDUCTING SEC STRATEGY SURVEYS 09 of 2018/2019

Tenders are hereby invited from suitable qualified service providers to conduct **strategy surveys** for the Swaziland Electricity Company. The organisation is in the process of implementing its 3-year Strategy and before carrying it out; the Company intends to conduct a Baseline Survey to determine the status-quo of areas within the Company related to the Strategy Objectives. Furthermore, SEC intends to conduct a Final Assessment Survey at the end of the 2018/19 Financial Year to ascertain the impact of the Strategy.

The main objectives of the surveys are to establish a starting point before implementation of the Strategy and also, to determine the effect of the Strategy on the Company after execution. Terms of Reference will be provided after payment of a non-refundable fee of **E1 000.00** to the Swaziland Electricity Company. Payments for the tender fee should be made to any of the **SEC BANK ACCOUNTS** listed in the table below or any of the **SEC REVENUE OFFICES**. To receive the Terms of Reference, tenderers are to submit their proof of payment at **SEC Headquarters, Eluvatsini House**. The **REFERENCE** to be used when making payment is: **T9 of 2018/19**

Name	Bank	Account Number	Branch Code	Branch
Swaziland Electricity Company	Standard bank	9110003236261	663164	Swazi Plaza
Swaziland Electricity Company	Nedbank	020000286843	360164	Mbabane
Swaziland Electricity Company	First National Bank	62154679735	280164	Mbabane

NB: All banks are in Swaziland

Documents are available at SEC Head Office on the address below:

Swaziland Electricity Company

Eluvatsini House

Mhlambanyatsi Road

MBABANE



- i) The Closing date for submission of the tenders is 31st August, 2018 at 1200HRS. Late, incomplete, telephoned or telegraphic tenders will **not** be considered. There will be a compulsory briefing on Tuesday the **7th of August 2018 at the SEC Headquarters, Eluvatsini House at 09H00**. Request for Clarification closes on the 10th August, 2018 at 11:00 am. Tenders shall be opened on the 3rd September, 2018 at 10:00 am at SEC Head Office.

Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to Mrs Busisiwe Masangane Tel: (+268) 2409 4000/ 4163, Fax: (+268) 2409 4001, Email: busisiwe.masangane@sec.co.sz.

Completed tenders should be delivered in a sealed envelope to the tender box at the SEC Head Office Reception clearly marked (**PROPOSALS OF SERVICES FOR CONDUCTING SEC STRATEGY SURVEYS_ 09 of 2018/2019**).

2.0 DEFINITIONS

a)	SEC	Swaziland Electricity Company
b)	Applicable Law	Laws and any other instruments having the force of law in Swaziland, as they may be issued and in force from time to time.
c)	Local Currency	Lilangeni (SZL).
d)	Services	The work to be performed by the Service provider pursuant to this Contract
e)	Party	Company or the Service provider, as the case may be, and “Parties” means both of them
f)	Government	The Government of Swaziland
g)	Business day	Any day of the week other than Saturdays, Sundays or public holidays in Swaziland
h)	Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.	

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

The Swaziland Electricity Company Limited (SEC) is a state owned enterprise incorporated in Swaziland by the Company’s Act of 1918. Its primary business includes generation, transmission and distribution of electricity for national use. The organisation is in the process of implementing its new 3-year strategic plan and before implementation; the Company intends to conduct a Baseline Survey to determine the status-quo of areas within the Company related to the Strategy Objectives. Furthermore, SEC intends to conduct a Final Assessment Survey at the end of the 2018/19 Financial Year to ascertain the impact of the Strategy. SEC is therefore, requesting proposals from eligible and interested Companies to conduct these surveys.

4.0 PURPOSE OF SURVEYS

i) **Baseline Survey**

Before SEC fully implements the Strategy in place, a Baseline Survey needs to be conducted in effort to obtain information on the current situation, hence, provide a starting point. The information gathered will act as a benchmark for measuring success or failure against the strategy objectives.

The results of the study will provide information on priority areas for the project during the implementation period. That is, give feedback on which aspects of the Strategy Objectives require more focus. Furthermore, through the Baseline Survey, evaluation tools will be developed. These tools are to be used during the monitoring and evaluation of the Strategy Impact.

ii) **Final Assessment Survey**

The outcomes of this survey will serve the purpose of informing the decision makers at SEC the impact the Strategy has had on the Company after the first year period of its

implementation. The results will inform on approaches and activities that will have proven to have worked hence, informing future decisions.

5.0 OBJECTIVES OF SURVEYS

- i) To determine SEC's customers' perceptions on the following factors:
 - a) Affordability of power
 - b) Reliable and safe power supply
 - c) Proactive and prompt response
 - d) Empowering the Swazi economy
 - e) Giving every Swazi access to power
 - f) Contributing to environmental sustainability

Expected Metrics:

- Key Customers' satisfaction index
- Domestic customers' satisfaction index

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

Expected Metrics:

- Back office operational efficiency/productivity score

- iii) To determine SEC's awareness of the 3 year Strategy, readiness to change and commitment to the Strategy.

Expected Metrics:

- Strategy awareness, ready to change and commitment score.

6.0 SCOPE OF WORK

The scope of the exercise will be focused on conducting two surveys: one external and the other internal. The surveys are aimed at establishing the baseline for the SEC 3-Year strategy and also assessing the success/failure of the strategy after the 1st year of implementation.

Activities include but are not necessarily limited to the following:

PHASE	EXPECTED DELIVERABLES
<p>i) Baseline Survey year 1 (2018/19)</p>	<ol style="list-style-type: none"> 1. Inception Report: submitted in English and electronic form together with 3 bound colour hard copies. The report should detail: <ul style="list-style-type: none"> • <u>Baseline study approach:</u> detailed research methodology, sampling method and framework, data collection strategy, methodologies etc.). Please note that consultant shall suggest and agree with SEC a most suitable methodology for the carrying assignment. • <u>Quality assurance plan</u> detailing the processes for assuring the quality of the research process and deliverables: <ul style="list-style-type: none"> - Training of enumerators and researchers conducting the primary research - Logistical and management planning - Field work protocols - Data verification - Data cleaning and editing before analysis • <u>Research ethics plan:</u> detailing the approach to ensure complete compliance with good practices in research and ethics protocols. 2. Primary quantitative and qualitative research instruments developed for the baseline study. 3. One training session conducted for enumerators on sampling framework, research instruments and research ethics. Duration and content will be determined by the Consultant. 4. Fully ‘cleaned –up’ dataset in SPSS format. 5. Baseline study report. The report should be submitted in English and electronic form together with 3 bound colour hard copies.
	<ol style="list-style-type: none"> 1. Final Assessment Report: submitted in English and electronic form together with 3 bound colour hard copies. The report should detail: <ul style="list-style-type: none"> • <u>Final Assessment study approach:</u> detailed research methodology, sampling method and framework, data collection strategy, methodologies e.t.c). Please note that

<p>ii) Final Assessment Survey (Financial Year End - 2018/19)</p>	<p>consultant shall suggest and agree with SEC a most suitable methodology for the carrying assignment.</p> <ul style="list-style-type: none"> • <u>Quality assurance plan</u> detailing the processes for assuring the quality of the research process and deliverables: <ul style="list-style-type: none"> - Training of enumerators and researchers conducting the primary research - Logistical and management planning - Field work protocols - Data verification - Data cleaning and editing before analysis • <u>Research ethics plan</u>: detailing the approach to ensure complete compliance with good practices in research and ethics protocols. <p>2. Primary quantitative and qualitative research instruments developed for the final assessment survey.</p> <p>3. One training session conducted for enumerators on sampling framework, research instruments and research ethics. Duration and content will be determined by the Consultant</p> <p>4. Fully ‘cleaned –up’ dataset in SPSS format.</p> <p>5. Final Assessment Survey. The report should be submitted in English and electronic form together with 3 bound colour hard copies.</p>
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7.0 ASSIGNMENT FLOW

The delivery for the assignment is as follows;

i) **Baseline Survey**

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

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

ii) Final Assessment Survey

- This project will be undertaken at the end of the 2018/2019 Financial Year of the Swaziland Electricity Company. SEC and the Consultant shall agree on the timelines of the survey.

8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The request for document must also highlight the following information:

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

9.0 EVALUATION CRITERIA

Tenderers will be evaluated on **TECHNICAL** and **FINANCIAL** competence. The Technical proposal will weigh 80% and the Financial will weigh 20%. Kindly submit two separate proposals: Technical and Financial proposal.

i) Technical Evaluation:

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

ii) Financial Evaluation

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

- The evaluation team will review the financial bids and determine the evaluation price for each proposal;
- The lowest priced proposal shall be given a financial score of 100 and the other proposals shall be given a financial score which is inversely proportional to the lowest evaluated price

	ITEM	Points
1	Pricing	20

iii) Final Evaluation

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

10.0 ELIGIBILITY OF TENDERS

The SEC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SEC, and includes collusive practice among tenderers (prior to or after tender submission)



designed to establish tender prices at artificial non-competitive levels and to deprive SEC of the benefits of free and open competition. SEC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at SEC

- iii) Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the SEC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- iv) Any collusion amongst Tenderers or between Tenderers and SEC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SEC employee. The tender, or contract if it has been concluded already, will be declared invalid if SEC determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of SEC with the intention of influencing the award of the contract

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

- v) It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task
- vi) It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

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

Tenderers are advised to provide all relevant information as required.

11.0 CONTRACT AWARD

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

12.0 DURATION

- i) The whole exercise should be completed within a period not exceeding 3 calendar months. The consultant shall provide sufficient resources to carry out the task within the time frame specified (3 months) for each survey.

13.0 SUBMISSION AND VALIDITY OF TENDERS

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

TENDER NO. 9 OF 2018/19

SERVICES FOR CONDUCTING SEC STRATEGY SURVEYS

- They must be delivered on or before the Date of Closure of Proposals to:

SWAZILAND ELECTRICITY COMPANY

ELUVATSINI HOUSE

MHLAMBANYATSI ROAD

MBABANE

- The Closing date for submission of the tenders is 31st August, 2018 at the **SEC Head Office, Mhlambanyatsi Road, Mbabane, Swaziland** no later than 1200 hours.
- Tenderers are expected to submit **6 ORIGINAL** documents of the tender document and not copies.
- Faxed, emailed or late tenders will not be considered.
- Tenderers should also provide the following:
 - Company profile.
 - A certified Copy of Tax Compliance Certificate.
 - A certified copy of Trading License.
 - A certified copy of labour compliance certificate
 - A certified copy of Form j and Form C
 - Police clearance for company directors
 - A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
 - Names and Contact Details of at least three (3) reference customers
 - Performance Security, which shall be valid for 3 months from the date of award of tender.
 - Proof of payment for the TENDER FEE.
 - Signed draft memorandum of agreement with suggested amendments, if any.This does not mean the consultancy has been awarded the tender.

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

ii) Validity of Tenders

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

iii) Language of Tenders

All bids must be written in English and be submitted in 3 hard copies (i.e. one original and two copies)

iv) Withdrawal, Substitution and Modifications

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

v) The tender shall remain valid and open for acceptance by SEC for not less than ninety (90) days after the submission of tenders.

- vi) At any time prior to the deadline for submission of Applications, the SEC may amend the request for proposals by issuing Addenda. Any Addendum issued will be communicated to all Applicants who have notified SEC of their intention to submit proposals and/or will be made available on the SEC website (<http://www.sec.co.sz>). To give prospective Applicants reasonable time to take an Addendum into account in preparing their proposals, the SEC may, at its discretion, extend the deadline for the submission of Applications.

14.0 CONTRACT TERMS AND CONDITIONS

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

15.0 COMMENCEMENT

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

16.0 EXECUTION

- i) The project shall be executed during the contract period and completed by the Consultant on or before the completion date.
- ii) SEC will appoint a person to be a project Manager to administer the Contract on her behalf.
- iii) The consultant shall report to the **Marketing & Corporate Communications Manager – Mr Sifiso Dhlamini** on the progress of the running of the study who will be the Project Manager. Report intervals are specified in detail in the **scope of work**.
- iv) The Project Manager shall be the liaison person for SEC and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and /or update the SEC on progress of the project at all material times where necessary or when required to do so. The Consultant will appoint a person to be a Liaison person for the Consultant.

17.0 PAYMENT

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

18.0 POSTPONEMENT, VARIATION AND TERMINATION

- i) Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon project, in whole or in part, or terminate this contract.

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

19.0 VARIATION

- i) This agreement can only be varied by agreement in writing entered into by the parties.
- ii) Either one of the parties can initiate negotiations with a view to reach such said agreement.
- iii) Should there be any queries please contact The Commercial Services Manager on these contacts: Mrs Busisiwe Masangane Tel: (+268) 2409 4000/ 4163, Fax: (+268) 2409 4001, Email: busisiwe.masangane@sec.co.sz

20.0 APPLICABLE LAW

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

21.0 APPENDICES

BID SUBMISSION FORM

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

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

The Commercial Services Manager
Swaziland Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane

Dear Sir/Madam

I, the undersigned, offer to provide **SERVICES FOR CONDUCTING SEC STRATEGY SURVEYS** to the Swaziland Electricity Company in accordance with your Request for Proposal dated 31 August 2018 and our Proposal.

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

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

We undertake, if my Proposal is accepted, to provide services for conducting sec strategy surveys related to the assignment on the date to be agreed upon. We understand that the SEC is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____

DECLARATION OF ELIGIBILITY

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

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

To: **The Commercial Services manager
Swaziland Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane**

Dear Sir/Madam,

Re Tender Reference: **RFP No. 9 of 2018/19 – SERVICES FOR CONDUCTING SEC STRATEGY SURVEYS**

We hereby declare that: -

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

Signed

Authorised Representation

Date

