

MULTIPLEXER SYSTEM REPLACEMENT



System: Quality Management System	Reference No. Revision No: Q-M-F-03, Rev 1	Originated by: SHERQ Manager
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ESWATINI ELECTRICITY COMPANY



**TENDER NUMBER 25 OF 2018/19
UMUX SYSTEM REPLACEMENT**

ESWATINI ELECTRICITY COMPANY



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TENDER NO. 25 OF 2018/2019 FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF A MULTIPLEXER SYSTEM

SECTION 1 INVITATION TO TENDER

1. Background

The Eswatini Electricity Company is in the process of replacing her current UMUX system with a new UMUX system across the entire company. The current set up comprises of the UMUX 1500 whose supply has been discontinued. The company therefore requires a new sustainable multiplexer system for use in her internal communication network.

2. Requirements

The Tender Documents cover the following:

2.1. Supply of Multiplexer system for 36 Nodes

2.2. The cost of

2.2.1. Multiplexer shelf

2.2.2. Control card

2.2.3. STM 4/STM 16 card

2.2.4. 8 E1 card

2.2.5. Ethernet Card

2.2.6. Ethernet Card (PoE)

2.2.7. 4 wire E/M

2.2.8. IEC 61850 Card

2.2.9. Training (to be provided prior to installation on Multiplexer System)

2.3. The multiplexer system must be able to seamlessly integrate with the UMUX 1500

2.4. The multiplexer system must have ability to directly interface with protection relays

3. Note:

3.1. **The project will be divided into three phases and may be done over a period of three years.**

3.2. **The current multiplexer system's Management system (UNEM) has been upgraded to UNEM R10C.**



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3.3. Configuration files from working nodes can be provided if required.

4. Eligibility criteria

The tender bid should have the following documents:

- List of similar projects
- Three reference letters from previous and / or current clients
- Composition of the team. It is necessary that the team leader be identified as well as the role to be played by any of the support team members.

All required documentation and information highlighted below should be submitted.

- i. Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body.
- ii. Certified copy of Valid Trading License.
- iii. Original Tax Compliance Certificate.
- iv. Certified copy of VAT Registration Certificate
- v. Police Clearance for Directors (Shareholders)
- vi. Certified copy of Labour Compliance Certificate
- vii. Latest audited financial statements.
- viii. Original Receipt for Purchase of Tender Document

NB: A tender which does not contain the documents listed above shall be deemed to be non-responsive and eliminated from further evaluation

5. A compulsory pre-Tender meeting

A compulsory pre-Tender meeting and site visit will be arranged for 4th week of October 2018. The pre-Tender meeting will commence on the 23rd of October 2018 at the Eswatini Electricity Company's Head Office in Mbabane at 9:00am and will be followed by a site visit.

6. Invitation to tender

The Eswatini Electricity Company invites sealed tenders from tenderers suitably qualified to supply the equipment specified in the tender document.

7. Closing date

The closing date for the Tender is 20th of November 2018 at 12 noon EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane



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8. Tender Opening

Tenders will be opened at 12 noon on 6th of November 2018 at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane.

9. Intention to award

Tenderers will be notified of an intention to award on the same day that the intention is sent to the Swaziland Public Procurement Regulatory Agency (SPPRA).

One Original and two complete copies shall be submitted.

10. Evaluation Methodology

10.1. The evaluation will be separated into two parts. First will be the technical evaluation after which the financial evaluation will be done for those consultants that surpass the minimum accepted score for technical proposals

The weights to be used for the evaluation are as follows:

- Technical – 70%
- Financial – 30%

Technical Evaluation

Technical	Description	Maximum Points %
Approach and Methodology	Understanding of the project and scope of work (100% filled in schedule)	20
	Overall methodology adopted to meet the scope of work requirements	10
	Detailed work plan with timeframes for the overall project	20
Maximum Points		50
Relevant Experience of Service Provider	Experience in the supply, installation and commissioning of multiplexers similar to the ones required in the tender	30
	Quality certification by a recognised body (ISO etc)	10
Maximum Points		40



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Team Structure	Qualifications of key personnel	5
	Professional body affiliation (ECSA etc)	5
Maximum Points		10
Total Score for Technical Proposal		100
Minimum Acceptable Score for Technical Proposal		70

Financial Evaluation

The financial evaluation of the bids 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

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.



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Section 2 INSTRUCTIONS TO TENDER

2.1 Introduction

2.1.1 Background

The Eswatini Electricity Company is in the process of uprooting and replacing the current multiplexer System which is the backbone communication system within the company. The current multiplexer system is now obsolete and requires an upgrade.

2.1.2 Employer

The Eswatini Electricity Company, hereinafter referred to as “the Employer”, is a vertically integrated parastatal company responsible for the generation, transmission and distribution of electric power throughout Eswatini. The Employer’s address is:

Eswatini Electricity Company
P.O. Box 258
Mbabane
H100
Eswatini

Eluvatsini House
Mhlambanyatsi Road
Mbabane
Eswatini

Telephone: +268 409 4000

Facsimile: +268 404 7870

2.1.3 Source of Funds

The Eswatini Electricity Company has made funds available towards the cost of installation of a new UMUX system across the company.

2.1.4 Scope of Tender

Eligible Tenders are invited to submit Tenders for the Project. The Project covers the supply, installation and commissioning of a multiplexer system which will replace the UMUX 1500 system in a total of 36 Nodes.

2.1.5 Eligible Tenderers

The invitation to tender is open to suitably qualified and capable contractors with a track record and financial backing to deliver a turnkey project.

2.1.6 Engineer

The Engineer appointed by the Employer for the purpose of the project is:

The Eswatini Electricity Company’s Telecommunications Engineer



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Address is the same as above.

Telephone: +268 409 4182

2.1.7 Purchasing Officer

The purchasing officer appointed by the Employer for the purpose of facilitating the procurement process is

The Eswatini Electricity Company's Purchasing Officer

Address is the same as above.

Telephone: +26824094137

Email: ayanda.dlamini@sec.co.sz

2.1.8 Cost of Tendering

The Tenderer shall bear all costs associated with preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

2.2 Tender Documents

2.2.1 Contents of the Tender Document

2.2.1.1 The facilities required, tendering procedures and technical requirements are prescribed in the Tender Documents. The Tender Documents include the following sections:

- Invitation for Tender
- Instructions to Tender
- Forms and Schedules
- Letter of Tender

2.2.1.2 The Tenderer is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender that is not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in disqualification of its Tender.

2.2.2 Modifications

Tenderers shall not make any modifications to the Tender Document. Should a Tenderer notice any clause or item which he considers necessary to be changed, he shall notify the purchasing officer in writing, and the purchasing officer will in turn reply in writing.



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2.2.3 Checking of Tender Documents

On receipt of the Tender Documents, the Tenderer must prior to submitting his Tender, check all the Tender Documents and should any difference or discrepancy between or in the Specification be detected by the Tenderer, he shall seek in writing the true intent and meaning of the Tender documents as the Employer cannot be held liable for the additional cost that may be caused as a result thereof.

2.2.4 Clarification of Tender Document

A prospective Tenderer requiring any clarification of the Tender Documents may notify the purchasing officer in writing. The purchasing officer will respond in writing to any request for clarification of the Tender Documents, which it receives no later than one week prior to the deadline for submission of Tenders prescribed by the Employer. Written copies of the purchasing officer's response (including an explanation of the query but without identifying the source of the inquiry will be sent to all prospective Tenderers who have received the Tender Document.

2.2.5 Amendment of Tender Document

- 2.2.5.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment. If this modification occurs later than one week before the deadline for the submission Tenders, the Employer has the right of extending the deadline for the submission in order to give other Tenderers the necessary time for considering the modifications in the preparation of their Tenders.
- 2.2.5.2 The amendment will be notified in writing or by cable (hereinafter, term cable is deemed to include Electronic Data Interchange (EDI), telex or facsimile) to all prospective Tenderers, which have received the Tender Document and will be binding to them.

2.2.6 Tender Documents and Ownership

The Tender Documents which have been made available to Tenderers are the property of the Employer and shall be returned to the Engineer whether or not a Tender is submitted.

2.2.7 Documents Confidential

Tenderers shall treat the details of the Tender Documents as confidential, whether they submit a Tender or not.

2.3 Preparation of Tenders



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2.3.1 Language of Tender

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer, the Purchasing Officer and the Employer, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language on condition that it is accompanied by an English translation in which case, for purposes of interpretation of the Tender, the English translation shall govern.

2.3.2 Documents Comprising the Tender

The Tender submitted by the Tenderer shall comprise the following documents:

2.3.2.1.1 Letter of Tender duly completed and signed by the Tenderer, together with all attachments identified below:

- 1 Attachment 1: Price Schedule
- 2 Attachment 2: Eligibility and Conformity of supplier
- 3 Attachment 3: Schedule for expected project completion.
- 4 Attachment 4: A detailed project implementation plan outlining requirements from the Employer as well as timelines for completion of specific milestones.
- 5 Attachment 5: A detailed proposed payment schedule required by the contractor.
- 6 Attachment 6: Detailed design drawings of the proposed structures.

Tender Site Meeting

It is required that all prospective Tenderers attend a pre-tender site meeting and site visit as indicated in the Invitation for Tender. Failure to attend will result in disqualification of the Tender. The cost of attending the meeting shall be at the Tenderer's own expense.

2.3.3 Tender Prices

2.3.3.1 Tenders shall quote for the facilities on a "single responsibility" basis such that the total Tender Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect to the procurement and delivery of the equipment. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.



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2.3.3.2 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Changes to the descriptions contained in the Price Schedules are not allowed and any changes will not be considered.

2.3.3.3 The Tenderer, if registered in Eswatini, is liable for income tax or other national or local taxes applicable in the country in connection with the execution of the Contract. The Tenderer, if not registered in Eswatini, is liable only to **15 (fifteen) percent Withholding Tax** in line with the Income Tax Act Directive on non-resident Contractors/Suppliers.

2.3.4 Tender Currencies

2.3.4.1 Tender prices shall be quoted in Emalangeni (SZL) or South African Rand (ZAR).

2.3.4.2 The point of payment will be Eswatini.

2.3.5 Period of Validity

2.3.5.1 The Tender shall remain valid for **90 (ninety)** days after the Tender closing date. A Tender valid for a shorter period shall be rejected by the Employer as being non-responsive.

2.3.5.2 In exceptional circumstances the Employer may solicit the Tenderer's consent to an extension of the Tender validity period. The request and responses thereto shall be made in writing or by cable. If a Tenderer accepts to extend the period of validity, the Tender Security shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request will not be required or permitted to modify its Tender.

2.3.6 Format and Signing of Tender

2.3.6.1 The Tender shall prepare one original and two complete copies of the Tender and clearly marking each one respectively as "Original Tender", "Copy No. 1" and "Copy No. 2." In the Event of any discrepancy between them, the original shall govern.

2.3.6.2 The original and all copies of the Tender, each consisting of the documents listed above shall be typed or written in indelible ink and shall be signed by the Tenderer or person or persons duly authorized to bind the Tenderer to the Contract. All pages of the Tender except for un-amended printed literature shall be initialed by the person or persons signing the Tender.

2.3.6.3 The Tender shall contain not alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Tender.

2.4 Submission of Tenders



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2.4.1 Sealing and Marking

2.4.1.1 The Tenderer shall Seal the Original and each Copy of the Tender in separate envelopes, duly marking the envelopes as “Original Tender”, “Copy No.1” and “Copy No.2.” The envelopes shall then be sealed in an outer envelope.

2.4.1.2 The inner and outer envelopes shall:

- Be addressed to the Employer at the address given, and
- Bear the Tender Number and the statement “DO NOT OPEN BEFORE” and the closing date for Tendering, excluding any notice allowing identification of the Tenderer.

2.4.1.3 If the outer envelope is not sealed and marked as requested, then the Employer will assume no responsibility for the Tender’s misplacement or premature opening. If the outer envelope discloses the identity of the Tenderer, the Employer will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.

2.4.2 Deadline for Submission of Tenders

2.4.2.1 Tenders must be received by the Employer at the address no later than the time and date stated in the Invitation for Tender.

2.4.2.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Employer and Tenderers will thereafter be subject to the deadline as extended.

2.4.3 Late Tenders

Any Tender received after by the Employer after the Tender submission deadline prescribed by the Employer will be rejected and returned unopened to the Tenderer.

2.4.4 Modification and Withdrawal from Tenders

2.4.4.1 The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for Tender submission.

2.4.4.2 The Tenderer’s modifications shall be prepared, sealed, marked and dispatched as follows:

- The Tender shall provide an original and the number of copies specified of any modifications to its Tender, clearly identified as such, in two inner envelopes duly marked “Tender Modification – Original” and “Tender Modification – Copies.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “Tender Modifications.”



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- Other provisions concerning the marking and dispatch of Tender modifications shall be in accordance with ITT sub-clause 4.1

2.4.4.3 A Tenderer wishing to withdraw its Tender shall notify the Employer in writing prior to the deadline prescribed for Tender submission.

2.4.4.4 The notice of withdrawal shall:

- Be addressed to the Employer at the address specified, and
 - Bear the Tender Number and the words “Tender Withdrawal Notice.”
- Tender withdrawal notices received after the Tender submission deadline will be ignored, and the submitted Tender will be deemed to be a validly submitted Tender.

2.4.4.5 No Tender may be withdrawn in the interval between the Tender submission deadline and the expiry of the Tender validity period specified. Withdrawal of a Tender during this interval may result in the Tenderer’s forfeiture of its Tender Security.

2.5 Tender Opening and Evaluation

2.5.1 Opening of Tender by Employer

The Employer will open the Tenders, including withdrawals and the modifications made in the presence of Tenderer’s designated representatives who choose to attend, at the time, date and location specified. The Tenderers’ representatives who are present shall sign a register to provide evidence of their presence.

2.5.1.1 Envelopes marked “Withdrawal” shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant shall not be opened.

2.5.1.2 Subsequently, all envelopes marked “Modification” shall be opened and the submissions therein read out in appropriate detail.

2.5.1.3 No Tender shall be rejected at Tender opening except for late Tenders

2.5.1.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present.

2.5.1.5 Tenders not opened and read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

2.5.2 Clarification of Tenders

2.5.2.1 During the Tender evaluation, the Employer may, at its discretion, ask the Tenderer for clarification of its Tender.



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2.5.2.2 The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

2.5.3 Preliminary Examination of Tenders

2.5.3.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

2.5.3.2 Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail. If the Tenderer does not accept the correction of errors its Tender will be rejected.

2.5.3.3 Prior to the detailed evaluation, the Employer will determine whether each Tender is of acceptable quality, is complete and substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all terms, conditions and specifications of the bidding documents without material deviations and objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or successful Tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive.

2.5.3.4 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Employer's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

2.5.4 Technical Evaluation and Comparison of Tenders

2.5.4.1 The Employer will carry out a detailed evaluation of the Tenders in order to determine whether the technical aspect are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Tenders on the basis of the information supplied by the Tenderers, taking into account the following factors:

2.5.4.1.1 Overall completeness and compliance with the Technical Specifications. The Tender that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.



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2.5.4.1.2 Achievement of specified performance criteria by the facilities.

2.5.4.1.3 Type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.

2.5.4.1.4 Any other relevant factors the Employer deems necessary or prudent to take into consideration.

2.5.5 Commercial Evaluation and Comparison of Tenders

2.5.5.1 The Employer's evaluation of a Tender will take into account, in addition to the Tender prices indicated, the following costs and factors that will be added to each Tenderer's Tender Price in the evaluation using pricing information available to the Employer:

5.5.1.1 The schedule for delivery of equipment

2.5.6 Contacting the Employer

2.5.6.1 From the time of the tender opening to the time of Contract award, if any Tenderer wishes to contact the employer on any matter related to its Tender, it should do so in writing.

2.5.6.2 Any effort by a Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in rejection of the Tenderer's Tender.

2.6 Award of Contract

2.6.1 Award Criteria

2.6.1.1 The Employer may award the contract to the Tenderer whose Tender has been determined to be substantially responsive and provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Employer is not bound to accept the lowest Tender or any at all and no reasons will be given for non-acceptance of Tender.

2.6.2 Employer's Right to Accept Any Tender or Reject Any or All Tenders

The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.



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2.6.3 Employer's Right to Vary Quantities at Time of Award

The Employer reserves the right at the time of award of Contract to increase or decrease the quantities of goods and services up to 25% of the Total Tender Price without any change in unit prices, Preliminary and General cost, or other terms and conditions.

2.6.4 Corrupt or Fraudulent Practices

Any Tenderer that is found to be, or who attempts to be involved in any corrupt or fraudulent activity or practice involving any party concerned in the Tender process, shall be disqualified. The Tenderer may forfeit the Tender Security

3. GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this contract shall be:

FIDIC (International Federation of Consulting Engineers)

Condition of Contract for Plant and Design Build for Electrical and Mechanical Works and for

Building and Engineering Works, Designed by the Contractor. First Edition. 1999. (Yellow Book).

The Conditions consists of three parts, namely

1. General Conditions of Contract.
2. Appendix to Tender.
3. Particular Conditions of Contract.

The Tenderer must obtain a copy of this document from the Federation, at their own cost. The document will not be made available by the Employer or the Engineer.

The Tenderers must familiarize themselves with the conditions and stipulations contained therein. No arguments, disagreement or complaint, based on ignorance of the contents of the mentioned document, will be considered as a base for a claim against the Employer.

Copies of the FIDIC Conditions of Contract may also be obtained from:

The South African Association of Consulting Engineers,
St James House
Hampton Park North
20 Georgian Crescent



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Bryanston
P.O. Box 68482
Bryanston
2021

4. PARTICULAR CONDITIONS OF CONTRACT

This Particular Conditions of Contract is in reference to the General Conditions of Contract as contained in the FIDIC's Conditions of Contract for Plant and Design, Build for Electrical and

Mechanical Works and for Building and Engineering Works, Designed by the Contractor.
First

Edition. 1999. (Yellow Book)

Clause 1 General Provisions

Sub-Clause 1.1 Definitions

1.1.1.1 Add "Minutes of Negotiation" after "Contract Agreement."

1.1.1.5 The Employer's Requirements are detailed in Part II of the Tender Document

1.1.4.6 The Foreign Currency is South African Rand

1.1.6.2 "Country" shall mean Eswatini.

Sub-Clause 1.2 Priority of Documents

Replace the list of documents with the following list

- (a) Contract Agreement
- (b) Minutes of Contract Negotiations
- (c) Letter of Acceptance
- (d) Letter of Tender
- (e) Particular Conditions of Contract
- (f) General Conditions of Contract
- (g) Employer's Requirements
- (h) Schedules, and
- (i) Contractor's Proposal and any other documents forming part of the Contract.



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Sub-Clause 1.14 Joint Several Liability

Insert after Sub-Clause 1.14(c):

(d) Each member shall produce parent member guarantee.

Sub Clause 1.15 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper elsewhere without the previous agreement of the Employer.

The obligations of confidentiality herein shall be imposed mutatis mutandis upon such subconsultants, sub-contractors or suppliers in their respective contracts.

Clause 2 The Employer

Sub-Clause 2.4 Employer's Financial Arrangements

Delete this Sub-Clause.

Clause 3 The Engineer

Sub-Clause 3.6 Management Meetings

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer.

In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.

Clause 4 The Contractor

Sub-Clause 4.4 Sub-Contractors

Delete Sub-Clause 4.4(b) and insert:

(b) Prior consent shall not be required where the accumulative total value of the subcontracts of a particular subcontractor is less than 0.01% of the Accepted Contract Amount.

Sub-Clause 4.16 Transport of Goods

Insert at the end of Sub-Clause 4.16:

(d) The Contractor shall notify the Engineer 14 (fourteen) days in advance of its requirement for permission to deliver any equipment to the site. The failure of the



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Contractor to give such notice to the Engineer within the required time shall not relieve the Contractor of its obligations under this Contract.

Sub-Clause 4.19 Electricity, Water and Gas

The Contractor shall be responsible for providing on the Site such supplies of electricity and water as are necessary for the proper execution and security of Works.

In the case of water supplies the Contractor shall make all necessary arrangements for metering, temporary storage and distribution of water on the Site and shall alter, adapt, and maintain the temporary work as necessary.

In the case of electricity supplies the Contractor shall make all necessary arrangements in accordance with the regulations and good practice for the distribution of lighting and power including all meters, temporary wiring and fittings on Site and shall adapt temporary work as necessary all the time maintaining strict safety rules.

The electrical supply shall be of such adequate capacity for all testing on Site prior to final energizing.

The Contractor shall at its own cost pay all charges in connection with or arising out of the provision of electricity and water including, without limitation, the provision of any apparatus necessary for such use and the removal and making good on completion of the Works.

Clause 13 Variations and Adjustments

Sub-Clause 13.1 Right to Vary

Insert after the first paragraph of Sub-Clause 13.1:

During the Time for Completion the Works may be increased or reduced by up to 25% of the Accepted Contract Amount without adjustment to the rates tendered, Preliminary and General cost, or other terms and conditions.

Clause 14 Contract Price and Payment

Sub-Clause 14.4 Schedule of Payment

Insert at the end of Sub-Clause 14.4

The contractor will be paid after 30 days from receipt of the invoice, and payments at Eswatini Electricity Company are made on the 15th and 30th of each month. The payments will be according to the contractor's payment schedule.

Clause 17 Risks and Responsibility

Sub-Clause 17.7 Use of Employer's Facilities



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The Contractor shall take full responsibility for the care of items detailed below, from the respective dates of use or occupation by the Contractor, up to the respective dates of hand-over or cessation of the occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works):

The Employer's existing Works and Plant

If any loss or damage happens to any of the above items while the Contractor is responsible for their care, arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

Clause 20 Claims, Disputes and Arbitration

Sub-Clause 20.2 Appointment of the Dispute Adjudication Board

Delete this Sub-Clause.

Sub-Clause 20.3 Failure to Agree Dispute Adjudication Board

Delete this Sub-Clause.

Sub-Clause 20.4 Obtaining Dispute Adjudication Board's Decision

Delete this Sub-Clause.

Sub-Clause 20.5 Amicable Settlement

Delete this Sub-Clause.

Sub-Clause 20.6 Arbitration

Delete this Sub-Clause and replace it with:

Unless settled amicably, any disputes shall be settled by international arbitration. Unless otherwise agreed by both parties:

1.3 the dispute shall be finally settled under the Rules of the Conduct of Arbitrations (5th Edition 2005) of the Association of Arbitrators (Southern Africa) within the context of the Law defined in Sub-Clause 1.4

1.4 The dispute shall be settled by the arbitrator(s) appointed in accordance with the Rules and

1.5 The arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer relevant to the dispute.



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Nothing shall disqualify the Engineer from being called as witness and giving evidence before arbitrator(s) on any matter relevant to the dispute.

Neither party shall be limited to the reasons for dissatisfaction given in its notice of dissatisfaction.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Works.

Sub-Clause 20.7 Failure to Comply with Dispute Adjudication Board's Decision

Delete this Sub-Clause

Sub-Clause 20.8 Expiry of Dispute Adjudication Board's Appointment

Delete this Sub-Clause

Section 3 FORMS AND SCHEDULES

LETTER OF TENDER

NAME OF CONTRACT: **UMUX SYSTEM REPLACEMENT**

Tender No 25 of 2018/2019

TO: **Eswatini Electricity Company
P. O. Box 258
Mbabane, H100
Eswatini**

We have examined the Conditions of Contract, Employer's Requirements, Schedules the attached Appendix and Addenda Nos. _____ for the above named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or defects. We accordingly offer to carry out the project in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump sum of



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System: Quality Management System	Reference No. Revision No: Q-M-F-03, Rev 1	Originated by: SHERQ Manager
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We agree to abide by this Tender until _____ and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted we will provide the specified Performance Security, and provide the service as per the schedule attached.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____ in the capacity of _____

duly authorized to sign tenders on behalf of _____

Address: _____

Date: _____

Declaration of Eligibility

All Tenderers must meet the following criteria, to be eligible to participate in public procurement Tenderers must provide a signed declaration on their company letterhead in the following format. If the tender is being presented by a joint venture or consortium all members must sign the declaration

Dear Sirs,

Re Tender Reference

In accordance with the eligibility requirements of the Procurement Regulations and the tender documents 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 further declare that 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 declare that we have fulfilled our obligations to pay taxes and social security contributions;



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(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

Date.....

