

TENDER DOCUMENT

REQUEST FOR PROPOSALS



TENDER NO: 26 of 2018/19

ESWATINI ELECTRICITY COMPANY – Mnkinkomo 11 kV Switchboard Replacement

October 2018



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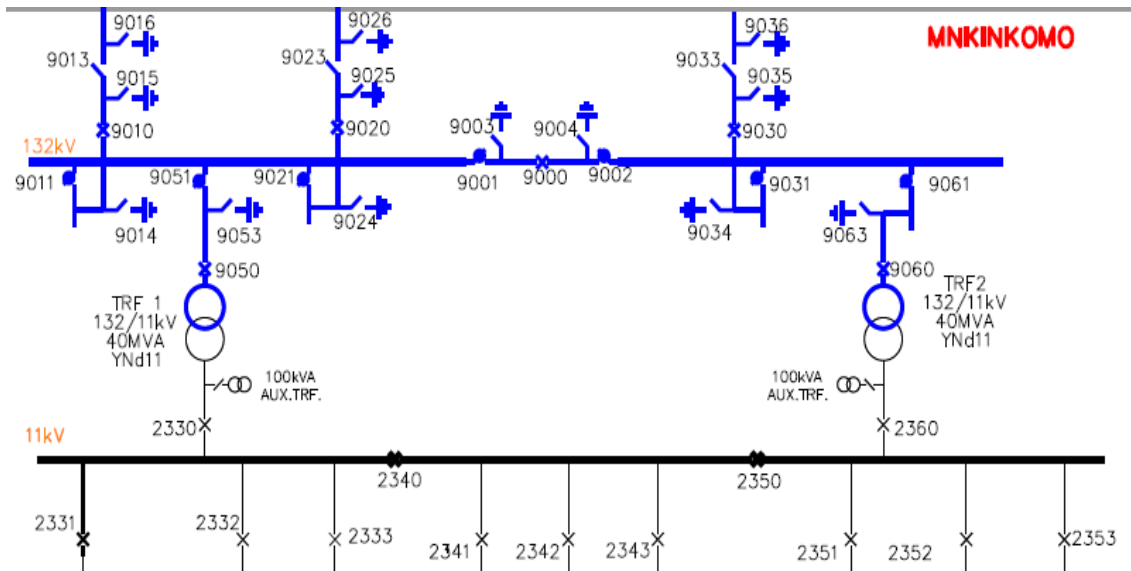
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1 INVITATION TO TENDER

1.1 INTRODUCTION

The Eswatini Electricity Company Limited (EEC) intends to replace a 11 kV switchboard at Mnkinkomo 132/11 kV substation in the financial year 2018/19 because it is too old and obsolete. The substation is located at the heart of the Matsapha Industrial Site and consist mainly of dedicated 11 kV feeders for factories and company offices. EEC desires to replace the old existing SF6 switchgear with Vacuum switchgear.



1.2 OBJECTIVE

The objective of this tender is to procure electrical and mechanical engineering professional services for the supply, installation and commissioning of a 11 kV switchboard at Mnkinkomo 132/11 kV substation.



1.3 SCOPE OF WORK

1.3.1 Design

This section should be read in conjunction with the provided line specification. As part of the design, the engineering procurement contractor is expected to undertake the following tasks:

1. Design specified protection schemes for the 11 kV Switchboard panels for approval by EEC (Overcurrent and Arc Flash protection) including necessary inter-tripping between panels. Design should include LAN for in compliance to IEC61850 communication protocol.
2. Arrange for Factory Acceptance Tests with EEC prior to shipping of switchboard.
3. Produce as commissioned protection schematic drawings and Single Line diagrams.

1.3.2 Decommissioning

The decommissioning will include disconnecting and removal of old switchboard (one section at a time). The switchboard will not be removed all at once because it supplies key customers at industrial site but by sections. Existing power cables will be re-used (feeder outgoing cables).

1.3.3 Installation

The electrical contractor's scope is highlighted below:

Install switchboard panels by one section (group of feeders on either side of Bus Section)

- Establish LAN for all IEDs on 11 kV Board & D400 RTU via Ethernet Switch. Configure Goose messaging for peer to peer IED communications. The peer to Peer should be for inter-tripping for arc protection and CB failure.
 - Bus section will be normally open, Trip section incomer & all section feeders for arc flash in bus bar chamber.
 - Trip section incomer for CB fail on any of the feeders.
- Commissioning of the installed 11 kV switchboard equipment. This include:
 - Testing and pre-commissioning of all switchgear, protection IEDs, instrument transformers and switchboard circuitry (DC & AC)
 - Testing of wiring (point to point),

- Final commissioning to the District Control Centre (DCC) will be done together with EEC personnel.
- The DC Supplies installation and commissioning is not part of the scope. The equipment will only be supplied.

1.4 METHODOLOGY

The team (consultant and or contractor) is expected to provide a methodology showing how the design, construction and supervision exercise will be carried out. This will indicate the level of understanding of what is expected from the EPC.

1.5 COMPANY PROFILE AND STATUTORY DOCUMENTS

The proposal should have the following documents:

- Company profile
- List of similar projects
- Three reference letters from previous and / or current clients
- Construction completion certificates of similar projects (minimum of three)
- 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.
- Curriculum vitae of key personnel
- The following statutory documents should be submitted together with other documents highlighted in the datasheet at the end of this document:
 - Certified copy of Company registration Document that reflect Company name, registration number, date of registration and active directors or members
 - Tax Compliance Certificate
 - Certified 2018 trading license
 - Last three years audited/reviewed financial statements
 - Tender guarantee of E 500,000

1.6 INFORMATION TO BE PROVIDED BY EEC

The Swaziland Electricity Company will provide the following information:

- Substation information and drawings of existing infrastructure
- Outage plan management for 11 kV switchboard
- Any other information to be requested by the EPC

The engaged team is expected:

- To provide all the necessary expertise to deliver the activities highlighted in the scope
- Deliver the project in accordance to the agreed project timelines
- To ensure that a cost efficient approach is adopted to the completion of the project.

1.7 TIMELINES

The project (supply, install and commission) is expected to be completed within 6 months from the date of signing the agreement between SEC and the engaged team. A program of works from design to completion of construction should be availed. For tendering purposes, a high level program should be provided.

1.8 Summary for Bill of Quantities

The following list summarises the expected Bill of Quantities but the contractor is expected to produce a comprehensive BOQ.

Item number	Description	Quantity Required
1	24 Port Ethernet Switch	1
2	SEL 2440 I/O Module 10 Inputs & 10 Outputs	1
3	11 kV FDR Panel	14
4	TRFR Incomer Panel	2

5	Bus section Panel	1
6	AC/DC Chargers	2
7	DC Battery Cells	170

1.9 Evaluation Methodology

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

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

- Technical – 50%
- Financial – 50%

1.9.10 Technical Evaluation

Technical	Description	Maximum Points %
Approach and Methodology	Understanding of the project and scope of work	12
	Overall methodology adopted to meet the scope of work requirements	30
	Detailed work plan with timeframes for the overall project (design plus construction)	8
Maximum Points		50
Relevant Experience of Service Provider	Experience of Project Engineer and Commissioning Engineer in similar projects	10
	Company experience in similar projects of over E3M	10
Maximum Points		20

Team Structure	Qualifications of team members	10
	Professional body affiliation (ECSA or AESAP)	10
	Number of years in the electrical engineering industry	10
Maximum Points		30
Total Score for Technical Proposal		100
Minimum Acceptable Score for Technical Proposal		60

1.9.20 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

1.9.30 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.

2 INSTRUCTIONS TO TENDER

2.1.1 Introduction

The Eswatini Electricity Company has made funds available towards the cost of the project for power distribution optimization in various parts of the country as specified in the Scope of the Tender, and intends to apply the funds to eligible payments under the Contract for which this Invitation to Tender is issued.

2.1.2 Employer

The Swaziland 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 Swaziland. The Employer’s address is:

Eswatini Electricity Company

P.O. Box 258

Mbabane

H100

Swaziland

Eluvatsini House

Mhlambanyatsi Road

Mbabane

Swaziland

Telephone: +268 409 4000

Facsimile: +268 409 4001

2.1.3 Engineer

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

The Eswatini Electricity Company’ Project Manager

Address is the same as above.

2.1.4 Scope of Tender

Eligible Tenders are invited to submit Tenders for the Project. The Project covers the supply of a 11 kV switchboard, decommissioning of existing 11 kV switchboard, Installation and commissioning of new switchboard.

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 Subcontractors

It is a requirement that non specialised work be subcontracted to suitably qualified local Subcontractors.

2.1.7 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.

2.1.8 Tender Documents

2.1.8.1 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 Engineer in writing, and the Engineer will in turn investigate and reply in writing.

2.1.8.2 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 Drawings and Specification be detected by the Tenderer, he shall seek in writing a decision also in writing of the Engineer on the true intent and meaning of the Tender documents as the Employer cannot be held liable for the additional cost of extra work that may be caused as a result thereof.

2.1.8.3 Clarification of Tender Document

A prospective Tender requiring any clarification of the Tender Documents may notify the Engineer in writing. The Engineer will respond in writing to any request for clarification of the Tender Documents, which it receives no later than three weeks prior to the deadline for submission of Tenders prescribed by the Employer. Written copies of the Engineer'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.

2.1.8.4 Amendment of Tender Document

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.

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.

2.1.8.5 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.

2.1.8.6 Documents Confidential

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



2.1.9 Preparation of Tenders

2.1.9.1 Language of Tender

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer, the Engineer 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.

2.1.9.2 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.

2.1.9.3 Tender Prices

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 design, manufacture, including procurement and subcontracting if any, delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibility for testing, pre-commissioning and commissioning of the facilities and, where so required by the Tender Documents, the acquisition of all permits, approvals and licenses, etc, training services and such other items and services as may be specified in the Tender Document, all in accordance with the requirements of the General Conditions of the Contract. 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.

Tenderers are required to quote the price for commercial, contractual and technical obligations outlined in the Tender Documents. If a Tenderer wishes to make a deviation, such deviation shall be listed in Attachment 6 of its Tender. The Tenderer shall also provide the additional price, if any, for withdrawal of the deviations. Deviations without an additional price for its withdrawal will be accepted at **no cost**.

Tenderers shall give a breakdown of the prices in a format similar to the one provided.

Plant and equipment to be supplied from abroad shall be quoted on **CIP** to site basis. The term CIP is described in the current edition of Incoterms.

Installation Services shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provisions of operations and maintenance manuals, training etc, where identified in the Tender Documents, as necessary for proper execution of Installation Services, including all taxes, duties, levies and charges payable in the Employer's country as of 28 (twenty-eight) days prior to the deadline of submission of Tenders.

Recommended spare parts shall be quoted separately and **not included** in the Grand Summary.



Prices quoted by the Tender shall be **FIXED** for the duration of the Contract and will not be subject to the adjustments for change in cost. **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

Applicable rates of exchange as determined by the Central Bank of Swaziland on the date of the Tender closure will be applicable for the duration of the Contract. Tenderers will be responsible for acquiring forward cover against the exchange rates fluctuations. **NO** adjustments for the changes in cost will be accepted for the duration of the Contract. The Contractor shall submit proof of forward cover on the relevant portions of the Contract within 28 days after award of Contract.

All taxes including VAT, levies and custom duties etc, as applicable to the Works and determined 28 (twenty-eight) days prior to Tender submission, shall be deemed included in the Tender Prices. If there are or may be exemptions from levies, customs duties, tax, etc applicable to any aspect of the works, the Tenderer must make his own arrangements thereof, as the tender price shall be regarded as comprehensive.

The Tenderer, if registered in Swaziland, 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 Swaziland, is liable only to **15 (fifteen) percent Withholding Tax** in line with the Income Tax Act Directive on non-resident Contractors/Suppliers.

2.1.9.4 Tender Currencies

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

The point of payment will be Swaziland.

2.1.9.5 Tender Security

The Tenderer shall furnish as part of its Tender, a Tender Security in the amount of **E 500,000** in the Tender Currency.

The Tender Security shall, at the Tenderers' option be in the form of a certified cheque or bank guarantee from an internationally reputable bank selected by the Tenderer. The format of the bank guarantee shall be in accordance with the Tender Security Form included in the Tender Documents, other formats may be permitted, subject to the prior approval of the Employer.

The Tender Security shall remain valid for a period of 28 (twenty-eight) days beyond the original Tender validity period, and beyond any extension subsequently requested.

Any Tender not accompanied by an acceptable Tender Security shall be rejected by the employer as being non-responsive.

The Tender Security of a joint venture must be in the name of the all the partners in the joint venture submitting the Tender.

The Tender Security of unsuccessful Tenderers will be returned as promptly as possible, but not later than 28 (twenty-eight) days after the expiry of the Tender validity period.



The Tender Security of the successful Tenderer will be returned when the Tenderer has signed the Contract Agreement and has furnished the required Performance Security.

The Tender Security may be forfeited:

If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tender in the Letter of Tender,

In the case of a successful Tender, if the Tenderer fails within a specified time limit to sign the Contract Agreement or to furnish the required Performance Security, or

For participating in Corrupt and Fraudulent Practices.

2.1.9.6 Period of Validity

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.

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.

2.1.9.7 Format and Signing of Tender

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.

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 authorised to bind the Tenderer to the Contract. The latter authorisation shall be indicated by written power of the attorney accompanying the Tender and submitted as Attachment 2 to the Tender. All pages of the Tender except for un-amended printed literature shall be initialled by the person or persons signing the Tender.

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

2.1.10 Submission of Tenders

- The technical and financial 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 EEC in a sealed envelope clearly marked "**Tender N0 26 of 2018/19 – MNKINKOMO 11 kV Switchboard Replacement; Supply, Installation And Commissioning Of 11 kV Switchboard**" and addressed to the "**secretary to the Tender Committee**", Swaziland Electricity Company, Eluvatsini House, Head Office,



Mhlambanyatsi Road, Mbabane, Swaziland no later than 1200 hours on 20th November 2018.

- Document should be submitted with proof of payment of **E500.00** for tender documentation. Payment deadline for purchase of tender 19th November 2018 at 1500 Hrs

2.1.10.1 Sealing and Marking

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. This should be done for the technical proposal and financial proposal, ie the technical and financial should be in separate envelopes.

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.

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.

2.1.10.2 Deadline for Submission of Tenders

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

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.

2.1.10.3 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.

2.1.10.4 Modification and Withdrawal from Tenders

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.

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.”

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

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.

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.

2.1.11 Tender Opening and Evaluation

2.1.11.1 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.

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.

The Tenderer’s names, the Tender Prices including any alternative Tender Price or deviation any discounts, Tender modifications and withdrawals, the presence or absence of Tender Security and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

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

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

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

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

2.1.11.2 Clarification of Tenders

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

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.



2.1.11.3 Preliminary Examination of Tenders

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.

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.

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, conditionalities 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.

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.

2.1.11.4 Contacting the Employer

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.

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.

2.1.12 Award of Contract

2.1.12.1 Award Criteria

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.

2.1.12.2 Employer's Right to Accept Any Tender and to 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.



2.1.12.3 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.

2.1.12.4 Pre-Award Negotiations

Prior to the expiry of the period of Tender Validity, the Employer will invite the successful Tenderer to his office for Contract negotiations.

The successful conclusion of the Contract Negotiations will constitute the formation of the Contract.

The Employer shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.

Upon the successful Tenderer's furnishing of a Performance Security the Employer will promptly notify each unsuccessful Tenderer and will discharge its Tender Security.

2.1.12.5 Signing the Contract Agreement

The Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.

Within 28 (twenty-eight) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

2.1.12.6 Performance Security

Within 28 (twenty-eight) days after successfully concluding the Contact negotiation, the successful Tenderer shall furnish the Performance Security in the amount of 10% (ten percent) of the accepted Contract Amount and in the form provided in the Tender Documents or in another form acceptable to the Employer.

Failure of the successful Tenderer to comply shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Employer may make the award to the next most advantageous evaluated Tenderer or call for new Tenders.

2.1.13 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 APPENDIX TO TENDER



The Appendix to refers to the 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 as published by FIDIC.

Item	Sub Clause	Data
Employer's Name and Address	1.1.2.2 & 1.3	ESwatini Electricity Company P.O. Box 258, Mbabane, H100 Swaziland.
Contractor's Name and Address	1.1.2.3 & 1.3	
Engineer's Name and Address	1.1.2.4 & 1.3	Same as the Employer
Time for Completion of Works	1.1.3.3 & 8.2	14 Months
Defects Notification Period	11.1	365days
Electronic transmission systems	1.3	Add facsimile and electronic documents in PDF format
Governing Law	1.4	Law of the Kingdom of Swaziland.
Ruling Language	1.4	English
Language for communication	1.4	English
Time for access to site	2.1	14 days after Commencement Date
Amount of Performance Security	4.2	10% of the Accepted Contract Amount in the Emalangeneni (SZL) or South African Rand (ZAR)
Period for notifying unforeseeable errors faults and defects in the Employer's Requirements	5.1	14 days
Normal Working hours	6.5	7:00 till 18:00



Item	Sub Clause	Data
Sections	8.2	Section is defined as an entire substation, entire line or cable that can be energised
Delay damages for the Works	8.7 & 14.15(b)	0.1% of the final Contract Price per day, in the currency and proportions in which the Contract Price is payable
Maximum amount of delay damages	8.7	10% of final Contract Price
Percentage for adjustment of Provision Sums	13.5(b)	Not applicable
Adjustment for Changes	13.8	Not applicable – no adjustment
Total advance payment	14.2	10% of the Accepted Contract Amount
Number and timing of installations	14.2	One single payment within 42 days of the letter of receipt of advance payment invoice and advance payment guarantee.
Currencies and proportions	14.2	100% in tendered currency
Start repayment of advance payment	14.2(b)	10% on all certificates less provisional sums irrespective of value
Repayment amortisation of advance payment	14.2(b)	10%
Minimum period of Interim Payment Certificate	14.4	No less than one calendar month.
Percentage of Retention	14.3	5% of the Acceptable Contract Amount
Limit of Retention Money	14.3	5% of the Acceptable Contract Amount
Plant and Materials for payment when shipped en route the Site	14.5(b)	Nil



Item	Sub Clause	Data
Pant and Materials for payment when delivered to the Site	14.5(c)	All equipment
Minimum Amount of Interim Payment Certificates	14.6	1% of the Acceptable Contract Amount
Payment of Retention Money for Sections	14.9	The relevant percentage shall be the proportion of the Section's price to the Accepted Contract Amount
Currency/currencies of payment	14.15	Emalangeneni or South African Rand
Periods of submission of Insurance:		
(a). Evidence of Insurance	18.1	28 days
(b). Relevant Policies	18.1	28 days
Minimum amount of third party insurance	18.3	E2 000 000 (Two million Emalangeneni)

4 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 familiarise 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
Bryanston

P.O. Box 68482
Bryanston
2021

Telephone Number: +27 11 463 2022

5 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)

5.1 Clause 1 General Provisions

5.2 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 Swaziland.

5.3 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.

5.4 Sub-Clause 1.14 Joint Several Liability

Insert after Sub-Clause 1.14(c):

- (d) Each member shall produce parent member guarantee.

5.5 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 sub-consultants, sub-contractors or suppliers in their respective contracts.

5.6 Clause 2 The Employer

5.7 Sub-Clause 2.4 Employer's Financial Arrangements

Delete this Sub-Clause.

5.8 Clause 3 The Engineer

5.9 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.

5.10 Clause 4 The Contractor

5.11 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.

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

5.13 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 energising.

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.

5.14 Clause 13 Variations and Adjustments

5.15 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.

5.16 Clause 14 Contract Price and Payment

5.17 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.

5.18 Clause 17 Risks and Responsibility

5.19 Sub-Clause 17.7 Use of Employer's Facilities

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.

5.20 Clause 20 Claims, Disputes and Arbitration

5.21 Sub-Clause 20.2 Appointment of the Dispute Adjudication Board

Delete this Sub-Clause.

5.22 Sub-Clause 20.3 Failure to Agree Dispute Adjudication Board

Delete this Sub-Clause.

5.23 Sub-Clause 20.4 Obtaining Dispute Adjudication Board's Decision

Delete this Sub-Clause.

5.24 Sub-Clause 20.5 Amicable Settlement

Delete this Sub-Clause.

5.25 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. 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.

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

Delete this Sub-Clause



5.27 Sub-Clause 20.8 Expiry of Dispute Adjudication Board’s Appointment

Delete this Sub-Clause

6 TENDER FORM

Tenderers must complete one tender form for each Lot they are offering services for

Date

Tender No. _____

To:

**ESwatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane
Kingdom of ESwatini**

Having examined the tendering documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the maintenance and service of *[State the particular groups that you are tendering for]* at *[State Locations]* in conformity with the said tendering documents for the sum of *[total tender amount in words and figures]* and at the rates indicated in the Pricing Form and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the requirements of the specifications forming part of this contract.

We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, 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 Tender for and on behalf of _____



7 DECLARATION OF ELLIGIBILITY

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;
- (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.....

8 TECHNICAL SPECIFICATION

8.1 The 11 kV switchboard Panels

Item	Description	Quantity	Technical Specification
1.	11 kV FEEDER Panel	14	Circuit Breaker Spring release coil = 110Vdc , Rated motor voltage = 110Vdc , Trip coil = 110Vdc , $I_R = 800$ A, Rated Impulse =



		<p>95kV, Rated short time current (3 EEC) = 40kA, Rated Voltage @ 50Hz = 11 kV, Rated Power Frequency= 28 kV, Type = Vacuum, Interrupt Capacity = 25 kA, Control Voltage = 110Vdc, Safety Interlock</p> <p style="text-align: center;">Current Transformers:</p> <p>STC = 40 kA, IL = 12/28/95 kV</p> <p>Core 1 ;Ratio = 600/300/1, Burden= 10 VA, class = 5P20</p> <p>Core 2 ;Ratio = 600/300/1, Burden= 10 VA, class = 0.2</p> <p style="text-align: center;">Panel meter</p> <p>I, V, P, Q numeric meters on panel for display purposes with acceptable accuracy class.</p> <p style="text-align: center;">Protection Relay</p> <p>Overcurrent Relay (phase & Neutral), 110 VDC supply & controls, 1A secondary current, IEC 61850 protocol, 2 X Ethernet ports (front & rear) Built-in Arc Flash protection (3 optical sensors for CT, CB & BB chambers), Auto-reclosing, adequate I/Os for 11 kV Board Overcurrent protection scheme with Arc Flash, Touch screen LCD with coloured display, SLD display</p> <p style="text-align: center;">11kV Surge Arrestors</p> <p>Fitted in Panel Cable Chamber</p> <p>Operating Duty Class 10kA (station class)</p> <p>System Maximum Operating Voltage (L-L) 12kV</p>
2.	11 kV TRFR	



	<p>INCOMER Panel</p>		<p style="text-align: center;">Circuit Breaker</p> <p>Spring release coil = 110Vdc, Rated motor voltage = 110Vdc, Trip coil = 110Vdc, $I_R = 2500$ A, Rated Impulse = 95kV, Rated short time current (3 EEC) = 40kA, Rated Voltage @ 50Hz = 11 kV, Rated Power Frequency= 28 kV, Type = Vacuum, Interrupt Capacity = 25 kA, Control Voltage = 110Vdc, Safety Interlock</p> <p style="text-align: center;">Current Transformers: (Protection and Metering)</p> <p>STC = 40 kA, IL = 12/28/95 kV</p> <p>Core 1 ;Ratio = 2500/1250, Burden= 10 VA, class = 5P20</p> <p>Core 2 ;Ratio = 2500/1250/1, Burden= 10 VA, class = 0.1</p> <p>Core 3 ;Ratio = 1/2500T/1250T, KPV= 550 V, class = X</p> <p style="text-align: center;">Voltage Transformer (for metering and AVR)</p> <p>Ratio: 11 000/110 VAC</p> <p>Core 1;Protection class; 3P</p> <p>Core 2; Metering class ; 0.2</p> <p style="text-align: center;">Panel meter</p> <p>I, V, P, Q numeric meters on panel for display purposes with acceptable accuracy class.</p> <p style="text-align: center;">Protection Relay</p> <p>Overcurrent Relay (phase & Neutral), 110 VDC supply & controls , 1A secondary current, IEC 61850 protocol, 2 X Ethernet ports (front & rear) Built-in Arc Flash protection (3 optical sensors for CT, CB & BB chambers) , Auto-reclosing, adequate I/Os for 11 kV Board Overcurrent</p>
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			<p>protection scheme with Arc Flash, Touch screen LCD with coloured display, SLD display</p> <p style="text-align: center;">11kV Surge Arrestors</p> <p>Fitted in Panel Cable Chamber</p> <p>Operating Duty Class 10kA (station class)</p> <p>System Maximum Operating Voltage (L-L) 12kV</p> <p>Power Quality Meter</p> <p>Volts :100 - 300V</p> <p>Amps: 3*1/5 A</p> <p>Class: A</p> <p>Frequency: 45 - 65 Hz</p>
3.	Bus EEction Panel		<p style="text-align: center;">Circuit Breaker</p> <p>Spring release coil = 110Vdc, Rated motor voltage = 110Vdc, Trip coil = 110Vdc, I_R = 2500 A, Rated Impulse = 95kV, Rated short time current (3 EEC) = 40kA, Rated Voltage @ 50Hz = 11 kV, Rated Power Frequency= 28 kV, Type = Vacuum, Interrupt Capacity = 25 kA, Control Voltage = 110Vdc, Safety Interlock</p> <p style="text-align: center;">Current Transformers: (Protection and Metering)</p> <p>STC = 40 kA, IL = 12/28/95 kV</p> <p>Core 1 ;Ratio = 2500/1250, Burden= 10 VA, class = 5P20</p> <p>Core 2 ;Ratio = 2500/1250/1, Burden= 10 VA, class = 0.1</p>



			<p style="text-align: center;">Protection Relay</p> <p>Overcurrent Relay (phase & Neutral), 110 VDC supply & controls , 1A secondary current, IEC 61850 protocol, 2 X Ethernet ports (front & rear) Built-in Arc Flash protection (3 optical sensors for CT, CB & BB chambers) , Auto-reclosing, adequate I/Os for 11 kV Board Overcurrent protection scheme with Arc Flash, Touch screen LCD with coloured display, SLD display</p>
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8.1.1 Protection

- The **11 kV Switchboard** should be ACTOM Switchgear (110 VDC system) with SEL 751 A or ABB Overcurrent & Earth fault protection Relays;
 - All IEDs to be IEC61850 capable with built-in Arc Protection
 - Local control switch (Open & Close) safety control Switch (Chicken) with Cable
 - Local/Remote selection switch
 - Arc trip and Inter-trip received LEDs for arc protection scenarios
 - Digital multimeter Display for analogues and power quantities
 - At least 1 Ethernet switch
 - Surge Arrestors suitable for the 11 kV Switchgear

- The DC Supplies System should have;
 - 110 VDC ,50 A Static Power Chargers, Free Standing
 - 110 VDC Battery banks from Ventex Cells (ALCAD) , 100-150 Ah
 - I/O module (12 inputs, 6 outputs) SEL2440 with Ethernet port (IEC61850) for chargers' alarms.

8.1.2 SCADA

The specifications of the SCADA equipment to be provided for the 11 kV switchboard and 110 VDC Power Supplies should be as follows:

AC/DC	I/O module (SEL 2440)
Ethernet Switch	24-port minimum to interface Protection IEDs with existing D400 SCADA RTU
Time Synchronization	GPS Clock with connecting leads

8.1.3 Metering/ Power Quality

This equipment should be fitted on the 2 X Incomer panels

Item	Quantity	Description of Material
Power Quality Instrument	2	VECTO II
		Volts :100 - 300V
		Amps: 3*1/5 A
		Class: A
		Frequency: 45 - 65 Hz

9 DATA SHEET

1	Eligibility criteria	All required documentation and information highlighted below has been submitted.



		<ol style="list-style-type: none"> 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. Valid Tax Compliance Certificate. iv. Certified copy of VAT Registration Certificate v. Police Clearance for Directors vi. Certified copy of Labour Compliance Certificate vii. Latest audited financial statements. viii. Original Receipt for Purchase of Tender Document <p>NB: A tender which does not contain the documents listed above shall be deemed to be non-responsive and eliminated from further evaluation</p>
2	Qualification criteria	<p>Qualifications will be evaluated as follows:</p> <ul style="list-style-type: none"> - Demonstrated experience in at least three similar projects - Academic qualifications necessary to undertake the required service. - Professional affiliation to professional bodies
3	Compulsory site visit	<p>A compulsory pre-tender site meeting will be held:</p> <p>Date and time : 30 October 2018 at 9 AM</p> <p>Venue : Central Services Organisation (CSO) then proceed to Mnkinkomo Substation</p> <p>Proof of attendance will be a signed attendance register that will be kept by EEC.</p>
4	Validity	<p>The tender shall be valid for 90 days from the submission/closing date. A tender with less than 90 days validity will be deemed non-responsive.</p>
5	Prices	<p>Quoted prices must be in the local currency (Emalangeneni) and should include all relevant levies and taxes. A filled in bill incorporating the entire tender scope in similar format to the provided template should be provided. The prices should be fixed and firm for the duration of the contract, and where there</p>



		is foreign currencies involved, forward cover should be catered for.
6	Documents comprising the tender	The documentation required for this tender are Company profile and statutory documents highlighted in 1 above.
7	Tenderer's request for clarification	The deadline for clarifications shall be one week before the closing date. Clarification can be submitted until the 13th November 2018 to cyprian.dlamini@sec.co.sz
8	Tender submission	The location for submission of tenders is EEC Main Tender Committee P O Box 258 Mbabane The following information should be considered: <ul style="list-style-type: none"> • The technical and financial 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 EEC in a sealed envelope clearly marked “Tender No.26 of 2018/19 – Mninkomo 11 kV Switchboard Replacement; Supply, Installation And Commissioning Of Electrical Equipment” and addressed to the “secretary to the Tender Committee”, Swaziland Electricity Company, Eluvatsini House, Head Office, Mhlambanyatsi Road, Mbabane, Swaziland no later than 1200 hours on 20 November 2018. • Document should be submitted with proof of payment of E500.00 for tender documentation. Payment deadline at EEC revenues shall be 19th November 2018 at 1500 Hrs.



9	Tender opening	Tenders will be opened at 12noon on 20 November 2018 at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane
10	Evaluation of tenders	The evaluation criteria is detailed in the Evaluation Methodology section of the tender document.
11	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).

