



ESWATINI ELECTRICITY COMPANY

REQUEST FOR PROPOSALS

SUPPLYING AND INSTALLATION OF FIRE SUPPRESSION SYSTEM AT EEC SUBSTATIONS

TENDER NO. 32 of 2018/19

**OCTOBER
2018**

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TABLE OF CONTENTS

1.0 LETTER OF INVITATION	3
2.0 DEFINATIONS	4
3.0 BACKGROUND	5
4.0 PURPOSE OF THE PROJECT	5
5.0 OBJECTIVES OF THE PROJECT	5
6.0 BENEFIT OF THE PROJECT	6
7.0 SCOPE OF TENDER	6
8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDERS	7
9.0 EVALUATION CRITERIA	7
(i) TECHNICAL EVALUATION	8
(ii) FINANCIAL EVALUATION	9
(iii) FINAL EVALUATION.....	9
10.0 ELIGIBILITY OF TENDERS	9
11.0 CONTRACT AWARD	11
12.0 DURATION	11
13.0 SUBMISSION AND VALIDITY OF TENDERS	11
14.0 CONTRACT TERMS AND CONDITIONS.....	14
15.0 SUPPLY AND INSTALL OF ACCESS SYSTEM	15
16.0 PAYMENT	15
17.0 POSTPONMENT VARIATION AND TERMINATION.....	15
18.0 APPLICABLE LAW	16
19.0 APPENDICES	17
(i) BID SUBMISSION FORM	17
(ii) DECLARATION OF ELIGIBILITY.....	18



1.0 LETTER OF INVITATION

REQUEST FOR PROPOSALS – SUPPLYING AND INSTALLATION OF FIRE SUPPRESSION SYSTEM AT ECC SUBSTATIONS TENDER NO.32 OF2018/19

Tenders are hereby invited from suitable qualified service providers to **SUPPLY AND INSTALL FIRE SUPPRESSION SYSTEM** for the Eswatini Electricity Company. The fire suppression system will be installed at Mnkinkomo, Nhlangano II and Kalanga substations.

The main objective of these fire suppression system is to reduce the risks associated with fire which could greatly impact on the company assets in the event of a fire out- break. These system will automatically operate and suppress the fire before causing a significant damage on the equipment. Terms of Reference will be provided after payment of a non-refundable fee of **E1 000.00** to the Eswatini Electricity Company. Payments for the tender fee should be made to any of the **EEC 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: **T32 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 EEC Head Office on the address below:



Eswatini Electricity Company

Eluvatsini House

Mhlambanyatsi Road

MBABANE

- i) The Closing date for submission of the tenders is 03rd December 2018 at **12:00 pm**. Late, incomplete, telephoned or telegraphic tenders will **not** be considered. There will be a compulsory briefing and site visit on Wednesday 15th of November **2018 at Mnkinkomo and KaLanga substations and 16th November 2018 at Nhlangano II Substation starting at 10:00 am.**

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: **SUPPLYING AND INSTALLATION OF FIRE SUPPRESSION SYSTEM TENDER NO. 32 OF 2018/19.**

2.0 DEFINITIONS

a)	EEC	Eswatini Electricity Company
b)	PROJECT MANAGER	Employee appointed by the employer for the purpose of this project
c)	TENDERERS	Registered contractors supplying and installing electronic security systems.
d)	LOCAL CURRENCY	Lilangeni (SZL).
e)	SERVICES	The work to be performed by the Service provider pursuant to this Contract
f)	PARTY	Company or the Service provider, as the case may be, and “Parties” means both of them



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.	
m)	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.	

3.0 BACKGROUND

The Eswatini Electricity Company has a duty to protect its assets, not limited to its infrastructures, buildings and personnel by installation of the fire suppression systems. The company's substations do have firefighting systems but those systems needs to be operated by someone who is on site in the event there is a fire outbreak. The company assets and resources are vulnerable from fire risks and as a result it seek to engage a reputable contractor to provide and install the fire suppression system to minimise these fire risks.

4.0 PURPOSE OF THE PROJECT

The purpose of this project is to install the fire suppression system in our substations control rooms to prevent/ minimise damage to the equipment and infrastructure. The project manager appointed for the purpose of this project is the Eswatini Electricity Company Safety Officer address same as above.

5.0 OBJECTIVES OF THE PROJECT

The main objective of this project to keep all ECC structures and equipment well prevented in order to reduce fire risks and loss claims.



6.0 BENEFIT OF THE PROJECT

While it is not easy to quantify the benefit associated with the acquisition of the proposed fleet, the following benefits are highlighted:

- i) A secured and safe working environment for employees, equipment and all other person(s) in the building.
- ii) Automated fire suppression system in the event there is a fire outbreak, thus minimising the damage to the equipment and also injury.

7.0 SCOPE OF TENDER

The Eswatini Electricity Company would like to invite Request For Proposals from reputable service providers who will be able to supply and install an automated fire suppression system in the following namely substations;

1. Mnkinkomo Substation
2. Ka- Langa Substation
3. Nhlngano II Substation

7.1 OBJECTIVES

- The Eswatini Electricity Company seeks to engage a suitable contractor for the supply and installation of the fire suppression system.
- EEC seek to minimise and mitigate the risk of fire outbreak within the building by installing the system.
- EEC has a duty to protect its assets, not limited to its infrastructures, buildings, personnel through physical installations of fire suppression system systems in order to reduce crime risks and loss claims.
- The fire suppression System must be integrated with our SCADA system at the national Control centre.
- The contractor must provide training of the system to the technicians or any other designated employee.

7.2 BASE SPECIFICATIONS



- A FM 200 system is required
- Be able to detect smoke in its initial stage inside the control room by use of smoke detectors.
- Send a signal to the control panel.
- Send a signal to the release valves
- Must be able to discharge within 10 seconds to stop ordinary combustible, electrical, and flammable liquid fires before they cause significant damage.
- Provide interfaces with other systems including fire alarm and our SCADA system.

8 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The submitted request for proposal document must also highlight the following information:

- Qualifications and experience of project team
- Company track record with least three (3) references where similar work has been undertaken
- Any other relevant information.

9 EVALUATION CRITERIA

EEC shall appoint evaluation team on her behalf.

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 – 60%
- Financial – 40%

i) Technical Evaluation

Technical	Description	Maximum Points %
	Understanding of the project and specifications required	5



Approach and Methodology	Overall methodology adopted to make the project successful and its key elements and phasing structure and final deliverables	30
	Detailed work plan with time frames for the overall project and different phases	10
Maximum Points		45
Relevant Experience	Supplied and installations of such systems and fit for purpose (at least 3 references)	30
	Maximum Points	30
Team Structure	Qualifications	10
	Professional body affiliation	2
	Number of years in the field of installation of fire suppression Systems	10
	Industry relevance (balanced between academic and industry experience)	3
	Maximum Points	25
Total Score for Technical Proposal		100
Minimum Acceptable Score for Technical Proposal		70

ii) 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

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, EEC 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 EEC 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 EEC, 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 EEC of the benefits of free and open competition. EEC 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 EEC
- 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 EEC 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 EEC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the EEC 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 EEC with the intention of influencing the award of the contract

The Tenderer should provide satisfactory evidence acceptable to EEC 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 issued 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.



12.0 DURATION

The whole exercise should be completed within a period not exceeding 3 calendar months. The service provider shall provide sufficient resources to carry out the task within the time frame specified (3 months) up until deliveries.

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 EEC in **ONE** sealed envelope clearly marked as follows:

TENDER NO. 32 of 2018/19
SUPPLYING AND INSTALLATION OF FIRE SUPPRESSION
SYSTEM AT EEC SUBSTATIONS

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

ESWATINI ELECTRICITY COMPANY
ELUVATSINI HOUSE
MHLAMBANYATSI ROAD
MBABANE

- The Closing date for submission of the tenders is 03rd December 2018 at the EEC **Head Office, Mhlambanyatsi Road, Mbabane, Swaziland** no later than 12:00 pm.
- 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 letter from the Construction Industry Council
 - A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
 - Letter of intent from a registered financial institution.
 - 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.
- Tender price should be valid for 90 days.
- Note that EEC 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 EEC's sole discretion to award or not to award any of the tenderers nor will EEC 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 EEC 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 EEC may amend the request for proposals by issuing Addenda. Any Addendum issued will be communicated to all Applicants who have notified EEC of their intention to submit proposals and/or will be made available on the EEC website (<http://www.sec.co.sz>). To give prospective Applicants reasonable time to take an Addendum into account in preparing their proposals, the EEC 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 Eswatini 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 SUPPLY AND INSTALL OF FIRE SUPPRESION SYSTEM

- i) Fire suppression System should only be supplied and Installed when original and endorsed order from EEC has been given to the Supplier. Deliveries and installations are expected within three months from date of order being issued.
- ii) In the event that any delay with deliveries and installations 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 PAYMENT

- i) When claiming payment, the Supplier shall submit an invoice to the EEC. The invoice shall be submitted together with supporting documentation, addressed to the EEC.
- ii) EEC 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 Eswatini Lilangeni.

17.0 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.

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

18.0 APPLICABLE LAW

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



19.0 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
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane

Dear Sir/Madam

I, the undersigned, offer to provide **SUPPLY AND INSTALL OF FIRE SUPPRESSION SYSTEM** to the Eswatini Electricity Company in accordance with your Request for Proposal dated 10th of October 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 supply and install Fire suppression system to the assignment on the date to be agreed upon. We understand that the EEC 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
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane**

Dear Sir/Madam,

Re Tender Reference: **RFP NO. 32 of 2018/19 – SUPPLYING AND INSTALL FIRE SUPPRESSION SYSTEM CONTROL AT ECC SUBSATATIONS (MNKINKOMO, KALANGA AND NHLANGANO II)**

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.....

