



ESWATINI ELECTRICITY COMPANY

REQUEST FOR PROPOSALS

CONSTRUCTION OF GUARD HOUSES AT EEC SITES

TENDER NO. 50 of 2018/19

**DECEMBER
2018**

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1.0 LETTER OF INVITATION

REQUEST FOR PROPOSALS – CONSTRUCTION OF GUARD HOUSES AT EEC SITES TENDER NO.50 OF 2018/19

Tenders are hereby invited from suitable qualified service providers to **CONSTRUCT GUARD HOUSES** for the Eswatini Electricity Company. The guard houses will be constructed in EEC sites.

The main objective of this project to construct guard houses with running water and toilets to be used by the security guards on duty together with EEC employees conducting business on site. This is in line with the Occupational health and safety act.

Terms of Reference will be provided after payment of a non-refundable fee of **E300.00** 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 **EEC REVENUE OFFICES**. To receive the Terms of Reference, tenderers are to submit their proof of payment at **EEC Headquarters, Eluvatsini House**. The **REFERENCE** to be used when making payment is: **T50 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 **1st of February 2019 at 12:00 pm.** late, incomplete, telephoned or telegraphic tenders will **not** be considered. There will be a compulsory briefing and site visit on **Friday 11th of January 2019 at the EEC Headquarters, Eluvatsini House at 10:00 am.** Tender opening will be on **1st of February 2019 at 12:00 pm.**

DATE	SITE
11/01/2019	Ezulwini Substation
11/01/2019	Mhlambanyatsi Substation
14/01/2019	Mpaka Substation
14/01/2019	Simunye Substation
16/01/2019	Big-Bend Substation
16/01/2019	Maloma Substation
18/01/2019	Mankayane Staff Houses
18/01/2019	Nhlangano1 Substation

ii)

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: **CONSTRUCTION OF GUARD HOUSES TENDER NO. 50 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 building construction contractors.
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 personnel and monetary wise through physical guarding and installation of security systems. The company has engaged security service providers to Mann all its assets to be safe and secured at all times. The company has an obligation to construct guard houses for all the security guards manning their sites as per the Government of Eswatini legislation OSH Act of 2001.



4.0 PURPOSE OF THE PROJECT

The purpose of this project is to construct security guard houses for all security guards manning EEC sites. The project manager appointed for the purpose of this project is the Eswatini Electricity Company Security Officer address same as above.

4.0 OBJECTIVES OF THE PROJECT

The main objective of this project to construct guard houses with running water and toilets to be used by the security guards on duty together with EEC employees conducting business on site.

5.0 BENEFIT OF THE PROJECT

The following are the benefits of the project

- i) Improvement of the security guards performance and service delivery.
- ii) Providing shelter to the security guards during cold, rainy or sunny weather conditions.
- iii) Having clean water to drink, clean and wash hands.

7.0 SCOPE OF TENDER

7.1 OBJECTIVES

- Construction of a standard guard house with running water, flushing toilet and 2500 Litres of water tank to be used by security guards on duty and EEC employees on site.
- The guard house should have a perimeter fence with crushed stones inside.
- The guard house should have a stand pipe.
- The guard house should have a French drain.
- The guard house should have a septic tank.
- The guard house should have electricity.

Table 1: Shows the areas where the guard houses will be constructed.

GUARD HOUSES SITES	DESCRIPTION
1. Simunye Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank and electrical installation and fencing with gate.
2. Mankayane Staff Houses	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
3. Maloma Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
4. Big - Bend Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
5. Mpaka Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
6. Mhlambanyatsi Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
7.Nhlangano 1 Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
8. Ezulwini Substation	Construction of a guard house with plumbing, water, toilet, stand pipe, French



	drain, septic tank, 2500 litres tank, electrical installation and fencing with gate.
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8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

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

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

9.0 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 – 50%
- Financial –50%

i) Technical Evaluation

Technical	Description	Maximum Points %
Approach and Methodology	Understanding of the project and specifications required	5
	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	Constructed buildings of a similar project (at least 3 references)	30
Maximum Points		30
Team Structure	Qualifications	10
	Professional body affiliation	2
	Number of years in the field of construction	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

iii) 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

iv) Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal

- Three proposals with highest scores shall be recommended for award.
- The best bidder with the highest score will not be awarded more than four sites.
- The bidder with the second highest score will not be awarded more than three sites.
- The bidder with the third highest score will not be awarded more than two sites.
- 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;

- “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
- “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
- 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. 50 of 2018/19

CONSTRUCTION OF GUARD HOUSES AT EEC SITES

- 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 1st of February 2019 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.
 - An original/ valid 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.

vii) Deadline for requesting clarity is **23rd of January 2018 at 16:45 pm.**

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 CONSTRUCTION OF GUARD HOUSES

- i) Construction of Guard Houses should only be resumed when original and endorsed order from EEC has been given to the Supplier. Construction and Site Hand Over are expected within three months from date of order being issued.
- ii) In the event that any delay with Construction and Site Hand Over 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 **CONSTRUCTION OF GUARD HOUSES** to the Eswatini Electricity Company in accordance with your Request for Proposal dated 11th of December 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 access control 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. 50 of 2018/19 – CONSTRUCTION OF GUARD HOUSES AT EEC SITES**

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.....

