

# TENDER DOCUMENT

## REQUEST FOR PROPOSALS

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**TENDER NO: 1 of 2018/19**  
**TRANSMISSION LINES GRASS AND BUSH CLEARING**

**December 2018**



## 1.0 Background

The Eswatini Electricity Company (EEC) intends to clear grass and bush under transmission lines in order to improve network performance. This initiative is also intended to maintain clear servitudes for transmission lines for easier patrolling and maintenance on the transmission lines.

Powerline route vegetation maintenance is to ensure the safe mechanical and electrical operation of the powerline and to meet EEC's legal, business social and environmental obligations.

## 3.0 Objective

The objective of this tender is to procure contractors to clear grass and bush under transmission lines of Eswatini Electricity Company.

## 4.0 Scope of Work

The scope covers grass and bush clearing along Eswatini Electricity Company Transmission Lines rated at 66kV and 132kV.

## 5.0 Methodology

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

## 6.0 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
- Completion certificates of similar projects
- 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:



- Certified copy of Company registration Document that reflect Company name, registration number, date of registration and active directors or members
- Valid/Original Tax Compliance Certificate
- Certified 2018 trading licence

## **7.0 Information to be provided by EEC**

The Eswatini Electricity Company will provide the following information:

- Schedule 6: List of transmission lines to be attended
- Any other information to be requested by the Contractor

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.

### **7.1 Timelines**

The project is expected to be completed within 3 months from the date of signing the agreement between EEC and the engaged contractor. A program of works should be availed. For tendering purposes, a high level program should be provided for the tendered transmission lines.

## **8.0 Instructions to tender**

### **8.1 Introduction**

The Eswatini Electricity Company has made funds available towards the cost of the project for transmission lines grass and bush clearing 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.

### **8.2 Employer**

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



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

Eluvatsini House  
Mhlambanyatsi Road  
Mbabane  
Eswatini

Telephone: +268 409 4000

Facsimile: +268 409 4001, email:

[busisiwe.masangane@sec.co.sz](mailto:busisiwe.masangane@sec.co.sz)

### **8.3 Engineer**

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

The Eswatini Electricity Company' Transmission Lines Engineer

Address is same as above.

### **8.4 Scope of Tender**

Eligible Tenders are invited to submit Tenders for the Project. The Project covers grass and bush clearing for 66kV and 132kV transmission lines within the Kingdom of Eswatini.

### **8.5 Eligible Tenderers**

The invitation to Tender is open to suitably qualified and capable contractors with a track record and financial backing to complete such activity.

### **8.6 Subcontractors**

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

### **8.7 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.



## **8.8 Tender Documents**

### **8.8.1 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.

### **8.8.2 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.

### **8.8.3 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 21<sup>st</sup> January 2019 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.

Clarifications can be sent to:

Eswatini Electricity Company  
Eluvatsini House  
Mhlambanyatsi Road  
Mbabane, Swaziland  
Telephone: +268 409 4000  
Facsimile: +268 404 4001

Contact: Busisiwe Masangane, e-mail [busisiwe.masangane@sec.co.sz](mailto:busisiwe.masangane@sec.co.sz)

### **8.8.4 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.

### **8.8.5 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.

### **8.8.6 Documents Confidential**

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

## **8.9 Preparation of Tenders**

### **8.9.1 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.

### **8.9.2 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.

### **8.9.3 Tender Prices**

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

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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.

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

#### **8.9.4 Tender Currencies**

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

The point of payment will be Eswatini.

#### **8.9.5 Period of Validity**

The Tender shall remain valid for **60 (sixty)** 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.



### **8.9.6 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.

### **8.10 Submission of Tenders**

#### **8.10.1 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 whole proposal.

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.

#### **8.10.2 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.

#### **8.10.3 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.

#### **8.10.4 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.

## **8.11 Tender Opening and Evaluation**

### **8.11.1 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.

### **8.11.2 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.

### **8.11.3 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.

### **8.11.4 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.

## **8.12 Award of Contract**

### **8.12.1 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.

### **8.12.2 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.

### **8.12.3 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.

### **8.12.4 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.

### **8.12.5 Signing the Contract Agreement**

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



Within 10 (ten) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

#### **8.12.6 Performance Security**

Within 10 (ten ) days after successfully concluding the Contract 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.

#### **8.12.7 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.**

## **9.0 BUSH AND GRASS CLEARING SPECIFICATION**

### **1.0 SCOPE OF WORK**

The tender is for the cutting of grass around the structures, the clearing of grass at the foot of each pole and the “Quantified” Cutting and disposal of bush and trees along the route of any given E.E.C Transmission Lines or a section thereof.

### **2.0 CUTTING OF GRASS**

- 2.1 Grass must be cut around a structure for a diameter of 20 meters.
- 2.2 A structure may be a combinations of three (3), two (2) or single (1) pole.
- 2.3 Irrespective of the type of structure the 20 meters diameter has its center from the Centre-position of the structure.
- 2.4 Grass must be cut to the height of not more than 100mm.
- 2.5 Any grass cutting tools or equipment may be used.



### **3.0 CLEARING OF GRASS**

3.1 Grass must be cleared around the foot of each pole for a diameter of three (3) meter.

**Note:** Mechanical tools e.g. spades, shovels and hoes may be used to clear the grass.

**3.2 *No chemical means may be used to clear the grass except with the express authorization of the Engineer in accordance to E.E.A regulations.***

### **4.0 BUSH CLEARING AND DISPOSAL**

4.1 Clear all bush, shrubs and trees that are more than 1 meter in height.

4.2 Clear the said Bush etc.; for 20 meters on either side of the centre of the transmission line.

4.3 All stays should be clear from any vegetation and accessible.

4.4 Clear the bush, etc. horizontally, not more than 50mm above ground surface and not leave any sharp vertical edges of the remaining stumps. This is to avoid wheels puncture when service vehicles patrol the line.

4.5 The cleared bush, trees etc. must be disposed not less than 20 meters diameter that has been cleared.

4.6 Where there is any doubt as to whether a plant species is protected or not, the Eswatini Environment Authority, or the local EEC environmental officer shall be consulted.

4.7 No chemical means of bush clearing will be allowed.

4.8 Trees in Urban areas and private properties may be cut or trimmed with the express permission from the owner.

4.9 Trimming trees will be as discussed and agreed by the Contractor and the owner.

### **5.0 FIRE RISK**

5.1 High levels of biomass below a powerline may lead to increased risk of flash over during fires. Annual fire management programmes will need to be implemented to manage the risk appropriately, and it may be necessary to remove all trees and shrubs below a line.

5.2 Branches and other debris resulting from pruning processes should not be left below conductors, or in areas where it will pose a risk to infrastructure.

5.3 Debris shall not be burnt under any circumstances.

5.4 Fires shall not be made for the purpose of chasing or disturbing indigenous fauna.



## **6.0 RESPONSIBILITIES ON SITE**

The contractor shall as a minimum:

- a) Remain on all existing roads and tracks and within the servitude area and not deviate there from;
- b) Keep property owners' gates as found
- c) Not interfere with the property owners activities
- d) Request permission for the use of water
- e) Provide appropriate toilet facilities;
- f) Not make fires;
- g) Not litter;
- h) Not drop fences;
- i) Not collect firewood without consent;
- j) Not disturb or remove stones/rock from the site (e.g. archaeological and heritage sites)

## **7.0 GENERAL**

- a) Deep valleys and environmentally sensitive areas that restrict vehicle access, or legally protected areas, shall not be cleared of vegetation provided that the vegetation poses no threat to the safe operation and reliability of the powerline.
- b) Measures to prevent soil erosion shall be implemented at all times. Road construction may only be undertaken following agreement of authorities, and
- c) Rivers, watercourses and other water bodies shall be kept clear of felled trees, vegetation cuttings and debris. The integrity of riverbanks shall be maintained by only trimming parts of trees directly affecting the safe operation of the power line.
- e) Trees, shrubs, grass, natural features and topsoil, which are not removed during the vegetation control operations, shall be protected from damage during operation of the powerline. Disturbance of the surface of the earth shall only be allowed for access purposes.
- f) It shall be ascertained from the property owners concerned whether they wish to retain the cut vegetation. If not, it shall be removed, or disposed of in an appropriate manner to the satisfaction of the owner. Burning shall not be permitted under any circumstance.



### **GENERAL NOTES:**

- 1.0 In view of the diversity of the location of E.E.C overhead transmission lines it has become one of qualifying conditions for all tendering contractors to organize and ensure they definitely attend site visits.
- 2.0 Only contractors with proven site inspections and completed site visit forms will be considered, as per the requirement on 1.0 above.
- 3.0 Contractors will provide their own protective clothing and ensure that hard hats or helmets are worn by their personnel when working under the lines at all times.
- 4.0 Campsites are not obligatory but Contractors may consider them if travelling to site take excessive time

Contractor will have to patrol the line he has worked on once a month during the maintenance period so as to ensure that the line is still in a good state: *(Only, if maintenance is applicable)*

### **OVERHEAD TRANSMISSION LINES DATA**

The data for the overhead Transmission Lines which forms part of the Contract document is attached as **SCHEDULE 6:** *Overhead Transmission Lines data for Grass Cutting / Clearing and 'Quantified' Bush clearing, which gives basic information.*



## 10.0 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 transmission lines grass and bush clearing.

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 \_\_\_\_\_





**11.0 DECLARATION OF ELIGIBILITY**

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

Dear Sirs,

Re Tender Reference .....

In accordance with the eligibility requirements of the Procurement Regulations and the tender documents we hereby declare that:-

- (a) We, including any joint venture partners or consortium partners are a legal entity and have the legal capacity to enter into the contract;
- (b) We further declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing;
- (c) We declare that we have fulfilled our obligations to pay taxes and social security contributions;
- 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.....**



## 12.0 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 consultants that surpass the minimum accepted score for technical proposals

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

- Technical – 70%
- Financial – 30%

### 12.1 Technical Evaluation

Technical	Description	Maximum Points %
<b>Approach and Methodology</b>	Understanding of the project and scope of work	5
	Overall methodology adopted to meet the scope of work requirements	10
	Machinery and vehicles available for execution of works	10
	Work plan with timeframes for the overall tendered lines	5
<b>Maximum Points</b>		<b>30</b>
<b>Grass and bush clearing experience</b>	Experience of team leader/s in similar works (3 projects executed in the past 3 years)	15
	Contractor experience in similar projects (3 of bush and grass clearing projects)	15
<b>Maximum Points</b>		<b>30</b>
<b>Team Structure</b>	Qualifications of key personnel (team leader/s) in electrical industry	10
	Qualifications of key personnel (team leader/s) in civil industry	10
	Three completion certificates on past similar works	20
<b>Maximum Points</b>		<b>40</b>
<b>Total Score for Technical Proposal</b>		<b>100</b>
<b>Minimum Acceptable Score for Technical Proposal</b>		<b>70</b>



## 12.2 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

A modified version of the following financial summary should be provided:

1.0	Line code: .....			
2.0	Transmission Line (Name): .....			
3.0	<b>‘Quantified’</b> Bush-Clearing: .....kilometres			
4.0	Number of poles: .....			
5.0	Number of structures: .....			
6.0	<b><u>Calculations:</u></b>			
	<b>Item</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount (SZL)</b>
6.1	<b>Clearing grass around poles ( 3 meters diameter)</b>	<b>Per Pole</b>		
6.2	<b>Cutting grass around structures ( 20 meters diameter)</b>	<b>Per Pole</b>		
6.3	<b>Bush clearing along the line (20meters on either side of the line)</b>	<b>Per KM</b>		
6.4	<b>Total ( for the same line) SZL</b>			

All transmission lines tendered for should be having the above financial summary.

## 12.3 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.



### 13.0 Submission of bids

- The technical and financial proposals should be put together as one document and clearly marked “**Tender 1 of 2018/19 – Transmission Lines Grass and Bush Clearing**”.
- A sealed envelope of the proposals should then be sent to EEC in a sealed envelope clearly marked “**Tender 1 of 2018/19 – Transmission Lines Grass and Bush Clearing**” and addressed to the “**Secretary to the Tender Committee**”, **Eswatini Electricity Company, Eluvatsini House, Head Office, Mhlambanyatsi Road, Mbabane, Eswatini** no later than 1200 hours on 31<sup>st</sup> January 2019.
- Document should be submitted with proof of payment of **E500.00** for tender documentation.

### DATA SHEET

1	Eligibility criteria	<p>All required documentation and information highlighted below has been submitted.</p> <ul style="list-style-type: none"> <li>i. Tender Form</li> <li>ii. Declaration of eligibility</li> <li>iii. Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body.</li> <li>iv. Certified copy of Valid Trading License.</li> <li>v. Original/Valid Tax Compliance Certificate.</li> <li>vi. Certified copy of VAT Registration Certificate</li> <li>vii. Police Clearance for Directors</li> <li>viii. Certified copy of Labour Compliance Certificate</li> <li>ix. Latest audited financial statements.</li> <li>x. Original Receipt for Purchase of Tender Document</li> </ul> <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"> <li>- Demonstrated experience in at least three similar</li> </ul>



		works - Academic qualifications necessary to undertake the required service.
3	Compulsory site visits	A compulsory pre-tender meeting will be held: <b>Date and time</b> : 11 January 2019 at 14h00 <b>Venue</b> : EEC Transmission CSO Meeting Area <b>Coordinates</b> (-26.498735, 31.309952) Proof of attendance will be a signed attendance register that will be kept by EEC. All site visits should be scheduled with Transmission Patrol Team before 18 <sup>th</sup> January 2019.
4	Validity	The tender shall be valid for <b>60 days</b> from the submission/closing date. A tender with less than 60 days validity will be deemed non-responsive.
5	Prices	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 is foreign currencies involved, forward cover should be catered for.
6	Documents comprising the tender	The documentation required for this tender are stated below. Please organize the tender in this order:  Section 1: Signed Tender Form, and Declaration of Eligibility (use templates in section 10.0 & 11.0)  Section 2: Documents listed in the eligibility criteria in the given order.  Section 3: Proof of tender payment  Section 4: Power of attorney



		<p>Section 5: Methodology as per the requirements of the tender</p> <p>Section 6: Subcontractors proposed and relevant contracts/consortiums</p>
7	Tenderer's request for clarification	<p>The deadline for clarifications shall be one week before the closing date. Clarification can be submitted until the <b>21<sup>st</sup> January 2019</b> at</p> <p>Eswatini Electricity Company Eluvatsini House Mhlambanyatsi Road Mbabane, Swaziland</p> <p>Telephone: +268 409 4000 Facsimile: +268 404 4001</p> <p>Contact: Busisiwe Masangane, email <a href="mailto:busisiwe.masangane@sec.co.sz">busisiwe.masangane@sec.co.sz</a>.</p>
8	Tender submission	<p>The location for submission of tenders is <b>EEC Main Tender Committee</b> <b>P O Box 258</b> <b>Mbabane</b></p> <p>The following information should be considered:</p> <ul style="list-style-type: none"> <li>• The technical and financial proposals should be put together as one document and clearly marked "<b>Tender 1 of 2018/19 – Transmission Lines Grass and Bush Clearing</b>".</li> <li>• A sealed envelope of the proposals should then be sent to EEC in a sealed envelope clearly marked "<b>Tender 1 of 2018/19 – Transmission Lines Grass and Bush Clearing</b>" and addressed to the "<b>Secretary to the Tender Committee</b>", Eswatini Electricity Company, Eluvatsini House, Head Office, Mhlambanyatsi Road, Mbabane, Eswatini no later than 1200 hours on 31<sup>st</sup> January 2019.</li> </ul>



		<ul style="list-style-type: none"> <li>Document should be submitted with proof of payment of <b>E500.00</b> for tender documentation.</li> </ul>
9	Tender opening	Tenders will be opened at 12noon on 31 <sup>st</sup> January 2019 at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane
10	Evaluation of tenders	The evaluation criteria is detailed in the <b>Evaluation Methodology</b> 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 Eswatini Public Procurement Regulatory Agency (ESPPRA).

## SCHEDULE 6

### OVERHEAD TRANSMISSION LINES DATA FOR GRASS CUTTING / CLEARING AND QUANTIFIED BUSH CLEARING PROJECT WORK.

**“EEC-Records Only”**

NO	LINE CODE	T/LINES NAME AND VOLTAGE RATING / DESCRIPTION	No. of Wood-poles	No. of Line Struct	‘QUANTIFIED’ Bush - Clearing (km)	ROUTE / Line -Length (km)	Total No. of existing Line Structures	Total No. of Steel -struct.
1	T6.0 1	Balegane – Sihhoye.T - Mhlume 66kV Line	141	140	23 *	26.85	185	44
2	T6.0 4	Edwaleni 2- Hhelehhele (Line 1) 132kV Line	-----	-----	15.5 *	24.05	-	90
3	T6.0 5	Edwaleni 2- Hhelehhele (Line 2) 132kV Line	-----	-----	17 *	27.11	-	89
4	T6.0 6	Edwaleni 2- Mkinkomo 132kV line	-----	-----	6.2 *	14.26	-	58
5	T6.0	Edwaleni - Lobamba	286	156	7.5 *	22.43	186	12



	7	66kV Line							
6	T6.0 8	Edwaleni - KPF312 - Sidvokodvo 66kV Line	89	59	6.0	*	9.39	57	2
7	T6.0 9	Edwaleni - Maguduza (interconn.) 66kV Line	62	28	2.0	*	4.56	28	-
8	T6.1 0	Edwaleni - Malkerns 66kV line	94	89	5.0	*	13.46	89	-
9	T6.1 1	Edwaleni - Manzini 66kV Line	94	47	5.5	*	11.18	47	19
10	T6.1 2	Edwaleni - Matsapha 66kV Line	168	82	8.0	*	12.56	82	3
11	T6.1 3	ex-Eskom 1 (Oshoek- Remainder of *Disused 132kV Line)	45	19	2.0	*	2.972	19	-
12	T6.1 4	Eskom 2 (Stonehenge- Oshoek) 132kV line	320	126	8.6	*	20.98	131	2
13	T6.1 5	Eskom 3 (Normandie- Nhlangano 2) 132kV Line	143	60	3.0	*	8.79	61	2
14	T6.1 6	Ezulwini - Stonehenge 66kV Line	78	39	4.0	*	5.22	39	?
15	T6.1 7	Ezulwini - Thomson 66kV Line	221	150	9.0	*	23.68	150	44
16	T6.1 8	Helehele – Mpisi.T – Dvokolwako – Balegane 66kV Line	383	340	44.0	*	49.74	340	3
17	T6.1 9	Helehele–Siphofaneni 66kV Line	429	230	30.5	*	34.63 ?	429	25
18	T6.2 0	Helehele - Kalanga 132kV Line	-----	-----	39.0	*	39.83	-	131
19	T6.2 1	Helehele- Magwabayi 66kV Line	83	76	5.0	*	11.14	76	-
20	T6.2 2	Helehele – Malindza - Kalanga 66kV line	505	231	35.0	*	38.63	231	11
21	T6.2 3	Helehele - Skhuphe 66kV Line	686	322	21.0	*	30.13	322	27
22	T6.2 4	Helehele – Ngwane Park - Thompson 66kV line	203	149	10.8 *		21.62	149	2
23	T6.2	Nhlangano 1 - Hlathikhulu	208	167	14.0	*	23.96	168	8 ???





	5	66kV Line							
24	T6.2 6	Kalanga - BigBend 66kV Line	-----	-----	32.2	*	46.86	302	255
25	T6.2 7	Kalanga - Simunye 66kV Line	223	203	23.0	*	30.24	203	-
26	T6.2 8	Ncandweni - Nsoko 66kV Line	246	117	11.5	*	15.63	117	-
27	T6.2 9	Nkhaba – Piggs Peak 66kV line	129	53	9.0	*	22.1	53	2
28	T6.3 0	Ezulwini – Lobamba 66kV Line	-----	-----	4.5	*	19.44	-	54
29	T6.3 1	Malkerns - Usutu 66kV line	529	118	14.0	*	21.71	118	12
30	T6.3 2	Maguduza - Jekezane 66kV line	14	6	0.32	*	0.32	6	-
31	T6.3 3	Manzini – Magwabayi 66kV Line	-----	-----	1.5	*	1.86	-	12
32	T6.3 4	Matsapha - Thomson 66kV Line	-----	-----	1.5	*	2.29	-	18
33	T6.3 5	Helehele – Manzini North 132kV Line	-----	-----	13.0	*	26.99 ?	-	46
34	T6.3 6	Mkinkomo - Stonehenge 132kV Line	-----	-----	16.5	*	26.90	-	98
35	T6.3 7	Manzini North – Mkinkomo 132kV Line	-----	-----	5.0	*	21.87 ?	-	78
36	T6.3 8	Ngomane/KPF 1438 – KPF 1415 / Tabankulu 66kV Line	179	94	11.0	*	13.61	94	-
37	T6.3 9	Old Ngwenya - Kent Rock (Interconn) 66kV Line	19	13	1.5	*	1.97	13	5
38	T6.4 0	Nhlangano - Kalanga 132kV Line	-----	-----	78.0	*	108.51	-	337
39	T6.4 1	Nhlangano 1 - Nhlangano 2 66kV Line	-----	-----	1.2	*	2.51	-	18
40	T6.4 2	Hlathikhulu - Verdun 66kV Line	209	142	15.0	*	20.93	142	-
41	T6.4 3	Swazi Paper Mills T-Off 66kV Line	8	4	-----	N/A	0.20	4	-



42	T6.4 4	Nginamadolo – Piggs Peak 66kV Line	88	38	5.0	*	7.78	45	6
43	T6.4 5	Simunye / KPF 1416–KPF 1414 / Mhlume 66kV Line	144	67	5.0	*	7.22	67	-
44	T6.4 6	Siphocosini T– Off 66kV Line	6	3	0.15	*	0.18	3	-
45	T6.4 7	Sithobela – Maloma T - Ncandweni 66kV Line	266	254	24.0	*	36.1	-	N/A
46	T6.4 8	Stonehenge – Kent Rock 66kV Line	-----	-----	2.5	*	2.67	-	18
47	T6.4 9	Stonehenge – Mhlambanyatsi 66kV Line	233	107	7.0	*	17.46	107	-
48	T6.5 0	Stonehenge – Old Ngwenya 66kV Line	225	115	11.0	*	17.60	115	5
49	T6.5 1	Usutu – Mhlambanyatsi 66kV Line	168	67	2.2	*	14.08	68	-
50	T6.5 2	Verdun – Sithobela 66kV Line	188	137	16.8	*	56.04 ?	138	-
51	T6.5 3	Big Bend – Ncandweni 66kV Line	-----	-----	-----	N/A	14.50	-	81 ??
52	T6.5 4	KPF 1167 - Maloma 66kV Line	81	60	7.0	*	8.57	60	-
53	T6.5 5	Usutu – Mankayane 66kV Line	-----	-----	12.0	*	19.12	-	76
54	T6.5 6	Nginamadolo – Ndzingeni - Balegane 66kV Line	312	199	25.5	*	31.15	199	8
55	T6.5 7	Maguga- Nginamadolo 66kV Line	-----	-----	5.5	*	6.67	-	28
56	T6.5 8	Old Ngwenya - New Ngwenya 66kV Line	-----	-----	1.8	*	1.97	-	11
57	T6.5 9	Stonehenge - New Ngwenya 66kV Line	265	116	8.5	*	18.24	114	5
58	T6.6 0	Sikhuphe – Ngomane 66kV Line	318	142	20.0	*	27.07	142	13
59	T6.6 1	Kent Rock - Pine Valley 66kV Line	-----	-----	5.4	*	7.34	-	48 ?



60	T6.6 2	Sihhoye T-Off 66kV Line	-----	-----	11.0 *	17.70	-	47
61	T6.6 3	Pine Valley – Nkhaba 66kV Line	41	49	5.0 *	17.77	49	8
62	T6.6 4	Malindza – Sikhuphe 66kV Line	-----	-----	6.0 *	7.51	-	36
63	T6.6 5	Sihhoye – Mayiwane 66kV Line	-----	-----	18.0 *	23.57	-	-
64	T6.6 6	Hlathikulu – Lawuba 66kV Line	-----	-----	19.0 *	21.00	-	111
65	T6.6 7	Sidvokodvo – Verdun 66kV Line	252	183	20.7 *	25.35	183 ?	2
66	T6.6 8	Kalanga – Siteki 66kV Line	-----	-----	12.5 *	16.19	-	84
67	T6.6 9	Siphofaneni – R/Bank – Big Bend 66kV Line	309	154	29.0 *	31.84	198 ?	28 ?
68	T6.7 3	Riverbank – St Phillips 66kV Line	-----	-----	----- N / A	18.78	-	93
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NB.\*Denotes 'Quantified' Bush-Clearing required in kilometres along some 68 transmission lines.

=====*End*=====

