

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 as an attachment to the 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 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.

Tender Currencies

Tender prices shall be quoted in Emalangeni (SZL) or South African Rand (ZAR). The point of payment will be Eswatini.

Period of Validity

The Tender shall remain valid for **120** (one hundred and twenty) 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.

Format and Signing of Tender

The Tenderer 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 an attachment 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

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. **The technical and financial proposals should be submitted as separate documents NOT combined.**

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.



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.

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.

Modification and Withdrawal from Tenders

The supplier 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 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

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.

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.

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, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer’s rights or successful Tenderer’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive.



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.

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

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.

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.

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.

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.

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.

Tender Security

The Tenderer shall furnish as part of its Tender, a Tender Security in the amount of **E 100 000 (one hundred thousand only)** 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.

Performance Security

Within 28 (twenty-eight) 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 enough 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.



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 120 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 _____



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.....



DATA SHEET

1	Eligibility criteria	<p>All required documentation and information highlighted below must be submitted.</p> <ul style="list-style-type: none"> ▪ List of similar projects ▪ Three reference letters from previous and / or current clients ▪ Composition of the team. It is necessary that the team leader be identified as well as the role to be played by any of the support team members. ▪ Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body. ▪ Certified copy of Valid Trading License. ▪ Original Tax Compliance Certificate. ▪ Certified copy of VAT Registration Certificate ▪ Police Clearance for Directors (Shareholders) ▪ Certified copy of Labour Compliance Certificate ▪ Latest audited financial statements. <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.
3.	Validity	<p>The tender shall be valid for 120 days from the submission/closing date. A tender with less than 120 days validity will be deemed non-responsive.</p>
4.	Prices	<p>Quoted prices must be in the local currency (Emalangenzi) South African Rand (ZAR) 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 are foreign currencies involved, forward cover should be catered for.</p>



5.	Documents comprising the tender	The documentation required for this tender are Company profile and statutory documents highlighted in 1 above.																
6.	Tenderer's request for clarification	The deadline for clarifications shall be one week before the closing date and must 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 Clarification can be submitted until the 11th October 2019																
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"> • A signed bid clearly marked "TENDER NO: 38 OF 2019/2020" should be deposited in the tender box situated at the EEC Head Office, Eluvatsini House, Mhlambanyatsi road, Mbabane, Eswatini. If posted, the tender documents must reach the EEC on or before the closing date, marked for the attention of the "secretary to the Tender Committee". • Submissions should be no later than the 18th October 2019. • Document should be submitted with proof of payment of E500.00 for tender documentation. • Payment can be made at any EEC Revenue office or to any of the following financial banks: - <table border="1"> <thead> <tr> <th>Bank Name</th> <th>Branch Code</th> <th>A/C No.</th> <th>Ref No,</th> </tr> </thead> <tbody> <tr> <td>FNB</td> <td>281064</td> <td>62154679735</td> <td>T.38/2019/2020</td> </tr> <tr> <td>Standard Bank</td> <td>663164</td> <td>9110003236261</td> <td>T.38/2019/2020</td> </tr> <tr> <td>Nedbank</td> <td>360164</td> <td>020000286843</td> <td>T.38/2019/2020</td> </tr> </tbody> </table>	Bank Name	Branch Code	A/C No.	Ref No,	FNB	281064	62154679735	T.38/2019/2020	Standard Bank	663164	9110003236261	T.38/2019/2020	Nedbank	360164	020000286843	T.38/2019/2020
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9	Tender opening	Tenders will be opened at 12:05 hrs on 18th October 2019 at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane																
10	Evaluation of tenders	The evaluation criteria are 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 Eswatini Public Procurement Regulatory Agency (ESPPRA).

