

# **TENDER DOCUMENT**

## **REQUEST FOR QUOTATIONS**

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**TENDER NO: 57 of 2019/2020**

**RTU BATTERIES & CHARGERS**

**NOVEMBER 2019**

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# 1. INVITATION TO TENDER

## 1.1 Background

The Eswatini Electricity Company (EEC) intends to replace batteries and battery charger units that support the SCADA RTUs at Mpaka, Endzingeni Ngomane and Sithobela substations. A RTU is an equipment installed at the substation end to enable remote monitoring and control of that site. The battery and charger system provides backup supply for the RTU in the event of the mains failure thus enabling quick restoration of the system.

The SCADA system plays a major role in enabling the organization to meet the obligatory requirements for quality of service and supply according to the national standards SZNS026 and SZNS028, as regulated by SERA, through remote monitoring and controlling of the power network. In the above mentioned substations, Blue Ginger type chargers were installed over a decade ago to power up the RTUs and to charge the batteries for backup supply. This charger model is now disintegrating and unfortunately cannot be repaired because it was discontinued years back. In the event this charger fails the substation becomes invisible to Control Centres and thus quick restoration of power through the SCADA system is not possible hence the need to buy replacement equipment.

## 1.2 Objective

The primary objective of this project is to improve the reliability of the power system in the above mentioned substations by providing more reliable power supply for the installed RTUs. This has a direct and significant impact on the restoration times in the event of a trip on the power network.

## 1.3 Scope of Work

The Project covers only the procurement and delivery of the batteries and charger units to EEC premises. The installation of the equipment in the different substations shall be done in-house. The scope of work encompasses the following deliverables:

- Design and supply of 4 x Battery Charger units with the following input/output specifications:

Input : 230/250V AC 1 PHASE, 50Hz

Output: 48V DC Nominal, 10A DC Continuous.

Note: all 4 cubicles for batteries inside charger

- Supply of 160 x Ventel Nickel Cadmium type i.e. 4 x 48V (40) ALCAD L60P (1.2V, 60Ah).
- Design and supply of 4 x wooden battery stands suitably treated for the Nickel Cadmium cells (40 ALCAD L60P).
- Delivery of the above equipment to the Swaziland Electricity Company's Central Services Office in Matsapha area.
- Training of EEC team on the commissioning and maintenance of the delivered equipment – batteries and charger units.

#### **1.4 Evaluation Methodology**

- The tenderer is expected to conform to the specification stated above.
- Quoted prices must be in the local currency (Emalangeni) or 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.
- The Eswatini Electricity Company does not bind itself to accept the lowest or any tender. EEC also reserves the right to accept any tender in whole or in part without notice or reason. And if no tender is accepted, to abandon the enquiry or have it carried out in such a manner as it may elect or re-issue enquiry at any time of its choice.

#### **1.5 Company profile and statutory documents**

The tender bid should have the following documents:

- List of similar projects
- Three reference letters from previous and / or current clients
- 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.

The closing date for tender submissions shall be the **5<sup>th</sup> December 2019 at 12.00 noon.**

**NB:** A tender which does not contain the documents listed above shall be deemed to be non-responsive and eliminated from further evaluation.

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

The Eswatini Electricity Company will provide the following information:

- Any other information to be requested by the electrical supplier.

The supplier is expected:

- To conform to the specification stated in the scope of works and recommend the best product for charger panel and the specific cells,
- Deliver the equipment in accordance to the agreed project timelines

### **1.7 Timelines**

The supplier is expected to have delivered the batteries and the battery charger units within a period of 12 weeks from the date of Purchase Order receipt.

### **1.8 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 suppliers that surpass the minimum accepted score for technical proposals.

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

- Technical – 70%
- Financial – 30%

#### ***1.8.1 Technical Evaluation***

Technical	Description	Maximum Points %
<b>Approach and Methodology</b>	Understanding of the project and scope of work (100% filled in schedule)	20
	Conformance to specification.	30
	Detailed work plan with timeframes for the overall project	20
	<b>Maximum Points</b>	<b>70</b>
<b>Relevant Experience of Service Provider</b>	Experience in the manufacture of batteries & chargers and the monitoring system.	20
	Quality certification by a recognised body (ISO etc)	10
	<b>Maximum Points</b>	<b>50</b>
<b>Total Score for Technical Proposal</b>		<b>100</b>
Minimum Acceptable Score for Technical Proposal		70

### 1.8.2 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 propositional to the lowest evaluated price

The following financial summary should be provided:

### 1.8.3 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.

## 1.10 Conditions of Tender



- The closing date for tender submissions shall be the 5<sup>th</sup> **December 2019 at 12.00 noon.**
- Late tenders will not be accepted.
- For purpose of facilitating the adjudication process of tenders especially at opening stage, tenderers are asked to prepare an itemized bill of material and itemize the costing. The overall price to exclude Sales Tax and VAT for non-Eswatini registered companies. **And to include Value Added Tax for Eswatini registered companies.** Failure to observe this requirement may lead to disqualification for the bid(s).
- Suppliers should indicate their lead time (when stock will be available).
- Please submit three quotations i.e. **one original & two complete copies**
- This tender is design, supply, and deliver basis. Installation and commissioning is excluded.

## 2. INSTRUCTIONS TO TENDER

### 2.1.1 Introduction

The Eswatini Electricity Company has made funds available towards the cost of replacing batteries and battery charger units that support the SCADA system in four of substations operated by the organisation 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

### 2.1.2 Engineer

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

The Eswatini Electricity Company’ SCADA Engineer

Address is the same as above.

### 2.1.3 Scope of Tender

Eligible Tenders are invited to submit Tenders for the Project. The Project covers the following:

- Design and supply of 4 x Battery Charger units with the following input/output specifications:

Input : 230/250V AC 1 PHASE, 50Hz

Output: 48V DC Nominal, 10A DC Continuous.

Note: all 4 cubicles for batteries inside charger

- Supply of 160 x Ventel Nickel Cadmium type i.e. 4 x 48V (40) ALCAD L60P (1.2V, 60Ah).
- Design and supply of 4 x wooden battery stands suitably treated for the Nickel Cadmium cells (40 ALCAD L60P).
- Delivery of the above equipment to the Swaziland Electricity Company’s Central Services Office in Matsapha area.



- Training of EEC team on the commissioning and maintenance of the delivered equipment – batteries and charger units.

**i) Charger Unit specifications**

The minimum requirements for the charger unit is as follows:

Input: 230/250V AC 1 PHASE, 50Hz  
 Output: 48V DC Nominal  
 Charger Rating: 10A DC Continuous  
 Charger Type: Constant Voltage Current Limit (CVC)  
 Smoothing: 1% rms Ripple Voltage  
 Battery Isolator Switch  
 Load Isolator Switch  
 LED Indication of alarms  
 LED Indication in charger boost mode

*Alarms:*

At minimal the following list of alarms will be made available to the SCADA system for monitoring:

- Charger Fail Alarm
- Low Volt/Battery Fail Alarm
- High Volt Alarm

*Cabinet:*

The charger unit housing shall be:

- Sheet steel floor standing with front access via a hinged front door
- Bottom Cable entry via 2mm galvanised gland plates
- Degree of protection IP20 or equivalent

**ii) Battery specifications**

The required batteries are:

The Vented Nickel Cadmium type, 48V (40) ALCAD L60P (1.2V, 60Ah) with a year life expectancy that exceeds 15 years at nominal conditions.

**iii) Battery Stand**

The batteries are normally kept on an open step wooden stand in a separate battery room where space permits but can also be within the charger cubicle when the issue of space becomes a limiting factor.

A three row stepped wooden battery stand suitably treated for NiCad cells (40 ALCAD L60P) shall be used. Figure 1 below shows the front and side views of the stand.



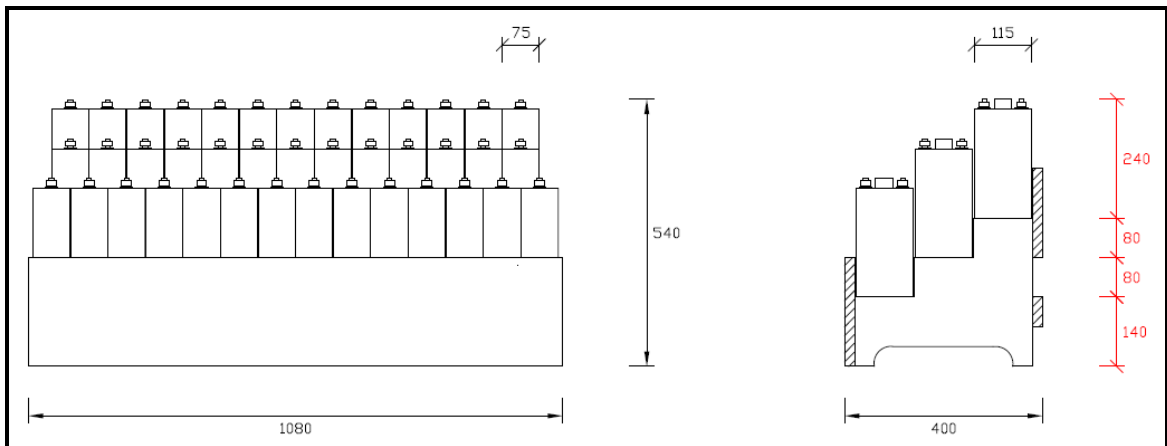


Figure 1: Three step wooden battery stand for NiCad Cells

#### iv) Training

The supplier shall also propose training for the maintenance- and commissioning- personnel (up to 6 participants) to give them a general overview over the Charger and Battery system and to familiarize them with the details, which ensure safe handling and practical application of the equipment.

All training shall be conducted in English, using test systems delivered by the supplier. Maintenance tools and test equipment delivered by the supplier shall be used in the training. The training courses shall be subdivided in theoretical and practical sessions. All training material shall be provided by the supplier.

*Note: Two separate quotes must be submitted for in-house training and external to SEC for comparison.*

#### 2.1.4 Eligible Tenderers

The invitation to Tender is open to suitably qualified and capable suppliers with a track record and financial backing to deliver a turnkey project.

#### 2.1.5 Subcontractors

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

#### 2.1.6 Cost of Tendering

The Tenderer shall bear all costs associated with preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

### **2.1.7 Tender Documents**

#### **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.

#### **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.

#### **Clarification of Tender Document**

A prospective Tender requiring any clarification of the Tender Documents may notify the Engineer in writing. The Engineer will respond in writing to any request for clarification of the Tender Documents, which it receives no later than three weeks prior to the deadline for submission of Tenders prescribed by the Employer. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry will be sent to all prospective Tenderers who have received the Tender Document.

#### **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.

#### **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 a Tender is submitted.

#### **Documents Confidential**

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

### **2.1.8 Preparation of Tenders**



## 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.

## Tender Prices

Tenders shall quote for the facilities on a “single responsibility” basis such that the total Tender Price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Tender Documents in respect to the design, manufacture, including procurement and subcontracting if any, delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor’s responsibility for testing. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

Tenderers are required to quote the price for commercial, contractual and technical obligations outlined in the Tender Documents. If a Tenderer wishes to make a deviation, such deviation shall be listed 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.

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



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.

### **2.1.9 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.

### **2.1.10 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) where





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.

### **2.1.11 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.

### **2.1.12 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"> <li>▪ List of similar projects</li> <li>▪ Three reference letters from previous and / or current clients</li> <li>▪ 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.</li> <li>▪ 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>▪ Certified copy of Valid Trading License.</li> <li>▪ Original Tax Compliance Certificate.</li> <li>▪ Certified copy of VAT Registration Certificate</li> <li>▪ Police Clearance for Directors (Shareholders)</li> <li>▪ Certified copy of Labour Compliance Certificate</li> <li>▪ Latest audited financial statements.</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 projects.</li> </ul>
3.	Validity	<p>The tender shall be valid for <b>120 days</b> 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 (Emalangen) 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</p>



		involved, forward cover should be catered for.
5.	Documents comprising the tender	The documentation required for this tender are <b>Company profile and statutory documents</b> 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 <a href="mailto:busisiwe.masangane@sec.co.sz">busisiwe.masangane@sec.co.sz</a> Clarification can be submitted until the <b>22<sup>nd</sup> November 2019</b>
8	Tender submission	The location for submission of tenders is <b>EEC Main Tender Committee</b> <b>P O Box 258</b> <b>Mbabane</b>  The following information should be considered: <ul style="list-style-type: none"> <li>• A signed bid clearly marked "<b>TENDER NO: 26 OF 2019/2020</b>" 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 "<b>secretary to the Tender Committee</b>".</li> <li>• Submissions should be no later than the <b>5<sup>th</sup> December 2019</b>.</li> </ul>
9	Tender opening	Tenders will be opened at <b>12:05 hrs on 5<sup>th</sup> December 2019</b> at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane
10	Evaluation of tenders	The evaluation criteria are 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).



## PRICE SCHEDULE

ITEM	DESCRIPTION	QUANTITY	PRICE
1	Battery Charger Unit : Input - 230/250V AC 1 PHASE, 50Hz Output : 48V DC Nominal, 10A DC Continuous	4	
2	Nickel Cadmium batteries 48V dc (40 ALCAD L60P)	160	
3	Design and supply of step wooden battery stand suitably treated for NiCad cells	4	
4	Delivery of chargers, batteries and stands	1	
5	Training on chargers and battery maintenance (maximum of 6 attendees)	1	

