

TENDER DOCUMENT

REQUEST FOR PROPOSALS



TENDER NO. 11 OF 2021/22

DREDGING OF MKINKOMO WEIR

May 2021



1. Background

The Mkinkomo dam is located on the Lusushwana river in Matsapha and it supplies water to Edwaleni and Maguduza hydro power stations via a canal for power generation. This dam had a design capacity of over $2.2 \times 10^6 \text{ m}^3$. Over the years the dam has been accumulating silt to the point that its capacity had been reduced by 70%. This has in turn reduced the electricity generated at the two hydro power stations.

In 2016, during the drought, the EEC completely drained the weir and removed over $360,000 \text{ m}^3$ of silt using excavators and trucks. The EEC wishes to continue with the desilting of the weir. However, since the weather conditions have normalized, the EEC wishes to embark with the project using floating dredgers or equivalent instead of the excavators and trucks.

The Eswatini Electricity Company therefore invites suitably qualified and experienced dredging contractors to dredge $500,000 \text{ m}^3$ of silt from the Mkinkomo weir.

2. Objective

The objective of the tender is to procure an experienced dredging contractor to dredge $500,000 \text{ m}^3$ of silt from the Mkinkomo weir.

3. Scope of Work

The main scope of work is as follows.

a) Site establishment

- Transporting dredger and all associated equipment to site
- Off-loading dredger and associated equipment from trucks into the weir
- Set up site offices with proper ablutions, fuel station, security etc



- b) Construction and management of coffer dams / disposal bins
- c) Dredging (removal) of 500,000m³ of silt from the weir
- d) Observing of all SHE (Safety, Health and Environmental) requirements from start to the end of the project
- e) Levelling of all spoil heaps, coffer dams etc once the dredging is complete. The contractor is required to make good of the site at the end of the project.
- f) Site de-establishment

4. Methodology

The bidder is required to provide a complete methodology on how the dredging of the weir will be done, from site establishment to site de-establishment. The methodology should include but not limited to the following stages:

- Transporting of the dredging equipment to site
- Off-loading of equipment
- Construction and management of coffer dams / spoil disposal bins
- Management of Safety, Health and Environmental issues. This must include how to deal with oil leaks from the dredger in the water.
- The dredging of the weir
- Determining the silt removed from weir (dredged material)
- Rehabilitating the coffer dams and soil heaps
- Loading the dredging equipment at the end of the project

5. Company profile and statutory documents

The proposal should have the following documents

- Company profile(s)



- Consortium agreement where applicable
- List of similar projects done by company (as per attached form)
- Three reference letters from previous and / or current clients
- List of similar projects done by key personnel (dredge master, site agent etc.) as per attached form
- Curriculum vitae of key personnel / dredge master or site agent
- Tenderers must provide full specifications of dredging equipment including size, capacity, cutter type, photos etc.
- Tenderers must state whether the dredger will be powered by a diesel engine or grid electricity
- All the statutory documents highlighted in the datasheet at the end of the document should be submitted.

6. Information to be provided by EEC

The Eswatini Electricity Company will provide the following:

- Environmental clearance permit
- Permits to use land adjacent to the weir

7. Timelines

Bidders are required to provide a provisional works program (Gantt Chart) starting from contract signing up to the completion of the works.

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 consultants that surpass the minimum accepted score of 60% for technical proposals.



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

- Technical – 60%
- Financial – 40%

8.1 Technical Evaluation

Table1: Technical Evaluation

	Description	Score (100)
1	Company Experience in similar projects	25
2	Dredging experience of site Agent / Dredge master	20
3	Suitability of Equipment	30
4	Methodology	25
	Total	100
	Minimum Required Score	60

8.2 Financial Evaluation

With regards to the financial evaluation, the lowest priced Bid will be allocated the maximum points. All other Bids will obtain proportionately lower points based on the following formula:

$$PS_B = \frac{P_{\min}}{P_B} \times PS_{\text{price}}$$

Where:

PS_B is the point score for price calculated for Bid;

P_{\min} is the price of the lowest Bid;

P_B is the price of Bid; and

PS_{price} is the allocated points for price



The following financial summary should be provided:

	Description	Qty	Unit price (E)	Total price (E)
1	Site Establishment	1		
2	Time related Obligations	1		
3	Dredging	500,000		
4	Coffer dam construction and management	1		
5	Site De-establishment	1		
6	Other (specify)	1		
		Sub Total		
		15% VAT		
		CIC levy		
		TOTAL		

8.3 Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with the highest overall score shall be recommended for award.

9. Instructions to tender

9.1 Introduction

▪ Source of funds

The Eswatini Electricity Company has made funds available towards the cost of the **Dredging of Mkinkomo Weir** project 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.



- **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

- **Engineer**

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

The Eswatini Electricity Company’ Project Manager

Address is the same as above.

- **Scope of Tender**

Eligible Tenders are invited to submit bids for the Project. The Project covers the dredging of the Mkinkomo weir and all other services related to the project.

- **Eligible Tenderers**

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



- **Subcontractors**

It is an expectation that non specialised work be subcontracted to suitably qualified local Subcontractors.

- **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.

9.2 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 Commercial Services Manager in writing to this email address:
busisiwe.masangane@sec.co.sz

The Commercial Services Manager will respond in writing to any request for clarification of the Tender Documents, which it receives no later than one week prior to the deadline for



submission of Tenders prescribed by the Employer. Written copies of the Commercial Services Manager'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 or not a Tender is submitted.

- **Documents Confidential**

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

9.3 Preparation of Tenders

9.3.1 Language of Tender

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer 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.

9.3.2 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.

9.3.3 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 works and subcontracting if any, delivery, construction, installation and completion of facilities. 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 shall give a breakdown of the prices in a format similar to the one provided.

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.**

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.



9.3.4 Tender Currencies

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

9.3.5 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. A Tenderer granting the request will not be required or permitted to modify its Tender.

9.3.6 Format and Signing of Tender

The Tenderer shall prepare one original and two complete copies of the Tender (Technical and financial) 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 Attachment 2 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.



9.4 Submission of Tenders

9.4.1 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 technical proposal and financial proposal, i.e. the technical and financial should be in separate envelopes.

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.

9.4.2 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.

9.4.3 Late Tenders

Any Tender received by the Employer after the Tender submission deadline prescribed by the Employer will be rejected and returned unopened to the Tenderer.



9.4.4 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.

9.5 Tender Opening and Evaluation

9.5.1 Opening of Tender by Employer

The Employer will open the Tenders, including withdrawals and the modifications made.

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, and any such other details as the Employer may consider appropriate, will be recorded by the Employer at the opening.

Subsequently, all envelopes marked "Modification" shall be opened.

No Tender shall be rejected at Tender opening except for late Tenders

Tenders not opened at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

9.5.2 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.

9.5.3 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.

9.5.4 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.

9.6 Award of Contract

9.6.1 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.



9.6.2 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.

9.6.3 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.

9.6.4 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.

9.6.5 Signing the Contract Agreement

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

Within 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.

9.6.6 Tender Security

All Bids must be accompanied by a Bid Security of **Fifty Thousand Emalangeni (SZL 50,000.00)** and this must be provided in the form of a Bank guarantee, an Insurance company



bond or a Banker's Guaranteed Cheque. An original security must accompany each tender presented. Photocopies, company or personal cheques are not acceptable. Failure to provide this document in the form required will result in rejection of your offer.

9.6.7 Performance Security

Within 28 (twenty-eight) days after successfully concluding the Contact 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.

9.6.8 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.

10. Form of Contract

10.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this contract shall be:

FIDIC (International Federation of Consulting Engineers)

Condition of Contract for for Dredging and Reclamation Works Second Edition. 2016. (Blue Book)

The Conditions consists of three parts, namely

1. General Conditions of Contract.



2. Particular Conditions of Contract.

The Tenderer must obtain a copy of this document from the Federation, at their own cost. The document will not be made available by the Employer or the Engineer.

The Tenderers must familiarise themselves with the conditions and stipulations contained therein. No arguments, disagreement or complaint, based on ignorance of the contents of the mentioned document, will be considered as a base for a claim against the Employer.

Copies of the FIDIC Conditions of Contract may also be obtained from:

The South African Association of Consulting Engineers,

St James House

Hampton Park North

20 Georgian Crescent

Bryanston

P.O. Box 68482

Bryanston

2021

Telephone Number: +27 11 463 2022



10.2 PARTICULAR CONDITIONS OF CONTRACT

This Particular Conditions of Contract is in reference to the General Conditions of Contract as contained in the FIDIC's Conditions of Contract for Dredging and Reclamation Works Second Edition. 2016. (Blue Book)

ITEM	SUB- CLAUSE	DATA
Commencement Date	1.1.3	<i>Date agreed between the parties</i>
The Contract & Priority of Documents	1.1.4 & 1.3	a) Contract Agreement b) Minutes of Contract Negotiations c) Letter of Acceptance d) Letter of Tender e) Particular Conditions of Contract f) General Conditions of Contract g) Employer's Requirements h) Schedules, and i) Contractor's Proposal and any other documents forming part of the Contract.
Contractor's Name and Address	1.1.6 & 1.5	<i>Contractor's name and address</i>
Country	1.1.8	Shall mean the Kingdom of Eswatini
Employer's Name and Address	1.1.14 & 1.5	Eswatini Electricity Company P.O. Box 258, Mbabane, H100 Tel: +268 2409 4000 Fax: +268 2409 4001



ITEM	SUB- CLAUSE	DATA
Engineer's Name and Address	1.1.15 & 1.5	Same as the Employer
Governing Law	1.1.17 & 1.4	Laws of the Kingdom of Eswatini
Time for Completion of Works	1.1.25 & 7.1	<i>Number of days that the works will run for, from start to finish</i>
Ruling Language and Language for communication	1.5	English
Methods of communication	1.5	Delivered by hand, sent by mail by registered mail or courier, or by email and electronic documents in PDF format.
Details to be Confidential	1.8	<p>The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper elsewhere without the previous agreement of the Employer.</p> <p>The obligations of confidentiality herein shall be imposed mutatis mutandis upon such sub-consultants, sub-contractors or suppliers in their respective contracts.</p>
Provision of site	2.1	14 days after Commencement Date
Management Meetings	3.4	The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of



ITEM	SUB- CLAUSE	DATA
		management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.
Subcontractor	4.3	Insert: Prior consent shall not be required where the accumulative total value of the subcontracts of a particular subcontractor is less than 0.1% of the Accepted Contract Amount.
Performance Security: Amount Form	4.4	10% of the Accepted Contract Amount in Emalangeni (SZL) or South African Rands (ZAR) Bond or guarantee issued by a financial institution of the Kingdom of Eswatini
Time for submission of programme	7.2	Within 14 days of the commencement date
Delay damages	7.4	0.01% of the final Contract Price per day, in the currency and proportions in which the Contract Price is payable up to a maximum of 5% of the Accepted Contract Amount.
Period for notifying defects for other works	9.1 & 11.6	365 days calculated from the date stated in a Taking-Over Certificate
Period for notifying defects for dredging works	9.2 & 11.5	Not applicable
Right to vary	10.2	Insert after the first paragraph of Sub-Clause 10.1



ITEM	SUB- CLAUSE	DATA
		During the Time for Completion the Works may be increased or reduced by up to 25% of the Accepted Contract Amount without adjustment to the rates tendered, Preliminary and General cost, or other terms and conditions.
Total advance payment	11.2	10% of the Accepted Contract Amount
Advance payment terms	11.2	One single payment within 42 days of the letter of receipt of advance payment invoice and advance payment guarantee.
Start repayment of advance payment	11.2	10% on all certificates less provisional sums irrespective of value
Schedule of payment	11.3	Insert at the end of Sub-Clause 11.3(c) The Contractor will be paid within 30 days from receipt of the invoice and payments at Eswatini Electricity Company are made on the 15 th and 30 th of each month. The payments will be according to the Contractor's payment schedule.
Percentage of Retention	11.4	5% of the Acceptable Contract Amount
Limit of Retention Money	11.4	5% of the Acceptable Contract Amount
Currency of payment	11.8	Emalangeni (SZL) or South African Rands (ZAR)
Financing charges	11.9	Any amounts that are not paid within the thirty (30) days will be subject to interest at the legal prime interest rate prevailing in Eswatini.



ITEM	SUB- CLAUSE	DATA
Limit of Contractor's liability	13.3	
a) Damage to the Works		a) 100% of Contract Price
b) Damage to Employer's property other than the works		b) 100% of Contract Price
c) Death or injury to Employer's or Engineer's personnel		c) 100% of Contract Price
d) Indemnity to Employer in respect of Third Party Claims for damage to property or for death or injury		d) No limit
Consequential loses	13.3	
a) Defects		a) 50% of the Contract Price
b) Damage to the works		b) 50% of the Contract Price
c) Damage to Employer's other property		c) 50% of the Contract Price
d) Any other Causes		d) 50% of the Contract Price
Period of submission of Insurance:		
a). Evidence of Insurance	14.1	28 days
b). Relevant Policies	14.1	28 days
Minimum amount of Third-Party Insurance	14.1	E2, 000, 000.00 (Two Million Emalangeni)
Adjudication	15.1	Not Applicable
Notice of Dissatisfaction	15.1	Not Applicable



ITEM	SUB- CLAUSE	DATA
Arbitration	15.3	<p>Delete this Sub-Clause and replace it with:</p> <p>If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, then it shall be resolved by way of court litigation and in Courts in the Kingdom of Eswatini. Adjudication is hereby specifically excluded by the parties as a mechanism of dispute resolution.</p> <p>If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, then it shall be resolved by way of court litigation and in Courts in the Kingdom of Eswatini. Arbitration is hereby specifically excluded by the parties as a mechanism of dispute resolution.</p>



11. Tender Form

Tenderers must complete and submit the following

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 dredging service of the Mkinkomo weir in Matsapha in conformity with the said tendering documents for the sum 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.

[name]

[Signature]

[in the capacity of]

[Company name and Stamp]



12.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;
- 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.

Name and signature

Date.....



13. List of Similar Project Done by Dredging Company

Date	Name of project	Client	Description of Services provided	Value of services (E)



14. Experience of Key Personnel

This form must be filled for the Experience of each Key Personnel (Dredge Master, Site Agent)

Date	Name of Dredging Project	Activities performed by personnel



15.Submission of bids

- The technical and financial proposals should be separated and enclosed in separate and sealed envelopes clearly marked “**TECHNICAL**” and “**FINANCIAL**” with the Tenderer’s name clearly visible on each envelope.
- The separate, sealed envelopes of both the financial and technical proposals should then be sent to EEC in a sealed envelope clearly marked “**Tender No.11 of 2021/22 – Dredging of Mkinkomo Weir**” and addressed to the “**Secretary to the Tender Committee**”, Eswatini Electricity Company, Eluvatsini House, Mhlambanyatsi Road, Mbabane, Eswatini no later than 1200 hours on **July 30th 2021**.
- Document should be submitted with proof of payment of **E500.00** for tender documentation.

16. Data Sheet

1	Eligibility criteria	<p>All required documentation and information highlighted below has been submitted.</p> <ul style="list-style-type: none">i. Company Profile, Form J and Form C or equivalent for foreign registered companies.ii. Tender Security of SZL 50,000.00iii. Certified copy of Certificate of registration from the Construction Industry Council of Eswatini (for local companies).iv. Certified copy of Certificate of Incorporationv. Certified copy of Valid Trading License.vi. Original and Valid Tax Compliance Certificatevii. Certified copy of VAT Registration Certificateviii. Police Clearance for Directors



		<p>ix. Certified copy of Labour Compliance Certificate</p> <p>x. Certified copy of Eswatini Provident Fund Registration Certificate or equivalent for foreign registered companies.</p> <p>xi. Latest audited financial statements.</p> <p>xii. Original Receipt for Purchase of Tender Document</p> <p>NB: A tender bid which does not contain the documents listed above shall be deemed to be non-responsive and may be 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 similar projects - Experience of Site Agent/Dredge Master in similar projects - Resources (employees, plant and equipment)
3	Compulsory site visit	<p>A compulsory pre-tender site meeting will be held:</p> <p>Date and time : June 15th 2021 at 10AM</p> <p>Venue : Mkinkomo Weir Matsapha</p> <p>Mkinkomo weir Coordinates: -26.514777, 31.284887</p> <p>Proof of attendance will be a signed attendance register that will be kept by EEC.</p>
4	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>
5	Prices	<p>Quoted prices must be in the local currency, Emalangeni (SZL) or South African Rands (ZAR) and should include all relevant levies and taxes. A filled in bill incorporating the</p>



		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.
6	Documents comprising the tender	<p>The documentation required for this tender are:</p> <p>File 1: (Technical proposal)</p> <ol style="list-style-type: none"> 1. Signed Tender Form, and Declaration of Eligibility 2. Company profile, statutory documents, qualifications criteria related documents etc, as highlighted in the document 3. Proof of tender payment 4. Power of attorney 5. List of similar projects done by dredging company 6. List of similar projects done by key project personnel 7. Preliminary working programme 8. Exclusions of the tender <p>File 2: (Financial Proposal)</p> <ol style="list-style-type: none"> 1. Price schedule, Tender security and tender validity <p>NB: three (3) sets of copies for both the technical and financial file should be submitted or else bid will be deemed non-responsive.</p>
7	Tenderer's request for clarification	<p>The deadline for clarifications shall be one week before the closing date.</p> <p>Clarification can be submitted until the July 23rd 2021</p>



		<p>All requests for clarification should be emailed to this address:</p> <p>busisiwe.masangane@eec.co.sz</p>
8	Tender submission	<p>The location for submission of tenders is:</p> <p>The Secretary to the Tender Committee</p> <p>Eswatini Electricity Company</p> <p>Eluvatsini House</p> <p>Mhlambanyatsi Road</p> <p>Mbabane, Swaziland</p> <p>If Posted, this address should be used:</p> <p>The Secretary to the Tender Committee</p> <p>Eswatini Electricity Company</p> <p>P O Box 258</p> <p>Mbabane, Swaziland</p> <p>The following information should be considered:</p> <ul style="list-style-type: none"> • The technical and financial proposals should be separated and enclosed in separate and sealed envelopes clearly marked “TECHNICAL” and “FINANCIAL” with the Tenderer’s name clearly visible on each envelope. • The separate, sealed envelopes of both the financial



		<p>and technical proposals should then be sent to EEC in a sealed envelope clearly marked “Tender No.11 of 2021/22 – Dredging of Mkinkomo Weir” 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 30th July 2021.</p> <ul style="list-style-type: none"> • Document should be submitted with proof of payment of E500.00 for tender documentation.
9	Tender opening	Tenders will be opened at 12 noon July 30th 2021 at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane.
10	Evaluation of tenders	The evaluation criteria is 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).

=====end=====



