

TENDER DOCUMENT

INVITATION AND INSTRUCTIONS TO TENDER



TENDER NO: 16 OF 2021/2022

OPTICAL FIBRE CAPACITY INCREASING SOLUTION –
THE SUPPLY, INSTALLATION AND COMMISSIONING OF THE
DENSE WAVELENGTH DIVISION MULTIPLEXERS (DWDMs)

June 2021



Table of Contents

Section 1	INVITATION FOR TENDER	1
Section 2	INSTRUCTIONS TO TENDER	3
2.1	Introduction	3
2.1.1	Source of Funds.....	3
2.1.2	Employer	3
2.1.3	Engineer	3
2.1.4	Commercial Services Manager	3
2.1.5	Scope of Tender	4
2.1.6	Eligible Tenderers	7
2.1.7	Cost of Tendering	7
2.2.1	Contents of the Tender Document.....	7
2.2.2	Modifications	7
2.2.3	Checking of Tender Documents	7
2.2.4	Clarification of Tender Document	8
2.2.5	Amendment of Tender Document.....	8
2.2.6	Documents Confidential	8
2.3.1	Language of Tender	8
2.3.2	Documents Comprising the Tender.....	8
2.3.3	Tender Prices	9
2.3.4	Tender Currencies.....	10
2.3.5	Period of Validity	10
2.3.6	Format and Signing of Tender	10
2.4.1	Sealing and Marking.....	10
2.4.2	Deadline for Submission of Tenders	11
2.4.3	Late Tenders	11
2.4.4	Modification and Withdrawal from Tenders	11
2.5.1	Opening of Tender by Employer.....	12
2.5.2	Clarification of Tenders	12
2.5.3	Preliminary Examination of Tenders	12
2.5.4	Evaluation Criteria	13
2.5.5	Contacting the Employer.....	14
2.6.1	Intention to award	14
2.6.2	Award Criteria	14
2.6.3	Employer's Right to Accept Any Tender and to reject any or All Tenders.....	15
2.6.4	Employer's Right to Vary Quantities at Time of Award	15
2.6.5	Signing the Contract Agreement	15
2.6.6	Performance Security	15
2.6.7	Corrupt or Fraudulent Practices	15
Section 3	GENERAL CONDITIONS OF CONTRACT	16
Section 4	PARTICULAR CONDITIONS OF CONTRACT.....	16
Section 5	FORMS AND SCHEDULES	20



Section 1 INVITATION FOR TENDER

1. **The Subject Matter of Procurement:** Request for Proposal for the Supply, Installation and Commissioning of the Dense Wavelength Division Multiplexers (DWDM) and the Optical Fibre Network Management System (ONMS) at various Eswatini Electricity Company's (EEC) telecommunications points of presence (POPs).
2. The Tender Documents cover the following:
 - 2.1. The Supply, Installation and Commissioning of 4 DWDMs at various EEC sites.
3. The Eswatini Electricity Company now invites sealed Tenders from those Tenderers suitably qualified to present proposals for the implementation of the project specified in the tender document.
4. The tender bid should have the following documents:
 - 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.

All required documentation and information highlighted below should be submitted.

- i. A Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for ESWATINI firms: Form 'J').
A Certified copy of an official statement of the annual summary of shares capital and shares (for ESWATINI firms: Form 'C').
- ii. Certified copy of Valid/ current Trading License.
- iii. Proof of payment of the tender.
- iv. Original Tax Compliance Certificate.
- v. Certified copy of VAT Registration Certificate
- vi. Police Clearance for Directors (Shareholders)
- vii. Certified copy of Labour Compliance Certificate
- viii. Latest audited financial statements.
- ix. Duly completed and signed Price Schedule(s) as provided in this document.
- x. Duly completed and signed Bid Submission Form. In the case of a Joint Venture submitting a bid, all the joint venture partners should sign the Bid Submission Form.
- xi. A signed Letter of Tender in the format provided in this document.
- xii. A signed Declaration of Eligibility in the format provided in this document.
- xiii. A signed commitment form.
- xiv. A signed bid submission form



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

5. Due to the resurgence of Covid-19 infections there will be no physical pre-tender meeting. However, tenderers are invited to a pretender briefing virtual meeting to be conducted online using Microsoft Teams on Friday, **16th July 2021**, at 9am.

Tenderers are encouraged to send an email to the addresses below to confirm participation in the virtual meeting. A link for the meeting invite shall be shared to all emails from which confirmation was received. Details of the PoPs shall be presented and shared to the participants on the meeting.

Email: busisiwe.masangane@eec.co.sz and mbuso.ndzimandze@eec.co.sz

6. The closing date for the Tender is the **30th of July 2021** at 12h00 at the Eswatini Electricity Company Head Office.
7. Tenders will be opened immediately after 12 noon on the **30th of July 2021** at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane.
8. One Original and two complete copies shall be submitted.

A non-refundable tender fee of **E500** should be paid to any of the **EEC BANK ACCOUNTS** listed in the table below or any of the **EEC REVENUE OFFICES**. Tenderers are to submit their proof of payment as part of the tender bid documents. The **REFERENCE** to be used when making payment is: **Tender 16 of 2020/2021**

Name	Bank Name	Account number	Branch code	Branch
Swaziland Electricity Company	Standard Bank	9110003236261	663164	Swazi Plaza
Swaziland Electricity Company	Nedbank	020000286843	360164	Mbabane
Swaziland Electricity Company	First National Bank	62154679735	280164	Mbabane

NB: All banks are in Eswatini.



Section 2 INSTRUCTIONS TO TENDER

2.1 Introduction

The EEC's Telecommunications section requires to increase the capacity in various links to establish a robust, reliable, secure, and scalable network. These links form the backbone of the EEC's optical fibre network. The service will be offered to local internet service providers (ISPs) for their data transmission purposes.

To increase the capacity, the DWDM and other related accessories, are required to be installed at the various PoPs. Under this RFP, the selected bidder:

- shall supply the DWDM and other related accessories at 4 POPs in different parts of the country.
- is required to carry out installation, testing and commissioning of the DWDM network.
- is required to offer a post installation support for a period of 3 years from the date of Go-live.

2.1.1 Source of Funds

The Eswatini Electricity Company has made funds available towards the cost of installing the 4 DWDMs. This tender will therefore include installation of the equipment 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.

2.1.2 Employer

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

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

Eluvatsini House
Mhlambanyatsi Road
Mbabane
Eswatini

Telephone: +268 2409 4000

Facsimile: +268 2409 4001

2.1.3 Engineer

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

The Eswatini Electricity Company's Fibre Infrastructure Engineer

Address is the same as above.

Telephone: +268 2409 4063

2.1.4 Commercial Services Manager

The Commercial Services Manager appointed by the Employer for the purpose of facilitating the procurement process is:

The Eswatini Electricity Company's Commercial Services Manager

Address is the same as above.



Telephone: +268 2409 4200
Email: busisiwe.masangane@eec.co.sz

2.1.5 Scope of Tender

1. Details of Work

The bidder shall be responsible for the supply, installation, and commissioning of the required DWDM equipment and associated accessories at various EEC's POPs in different parts of Eswatini for delivery of satisfactory service in the network. The bidder shall offer post installation support, i.e., diagnosis of severe faults, for a period of 3 years from the date of Go-live. The selected bidder is expected to supply sufficient spares for the equipment.

The DWMD equipment should support IP traffic and Multi-Protocol Label Switching (MPLS) technology. It must also support data, voice and video applications and the created network shall carry Layer 2 and Layer 3 services.

The equipment shall be deployed over EEC fibre network. The fibre technologies installed are ADSS and OPGW (Single mode; 9/125µm; operating wavelength - 1310nm/1550nm/1625nm) on the electricity transmission and distribution lines; either ST or SC ACP connector Optical Distribution Frames.

It must be designed to cater for 100Gbps node-to-node connectivity and have the capability of being scalable to 200Gbps for future expansion. Thus, the bidder is required design the technical solution with their product delicately to fulfil the requirement. Furthermore, the bidder shall supply and install Optical Network Management System (ONMS).

Data transmitted from each node shall be detectable in all the nodes.

The 4 POPs where the equipment will be installed are:

Number	Location (POP)
1	Mbabane EEC Head Office
2	Mkinkomo Substation
3	Edwaleni II Substation
4	Manzini EEC Regional Offices (LCC)

The optical cable will be spliced through on the other location.

The figure below is the proposed network diagram.

NB: No current link for Mbabane HQ to Manzini Regional Offices to complete ring connection.

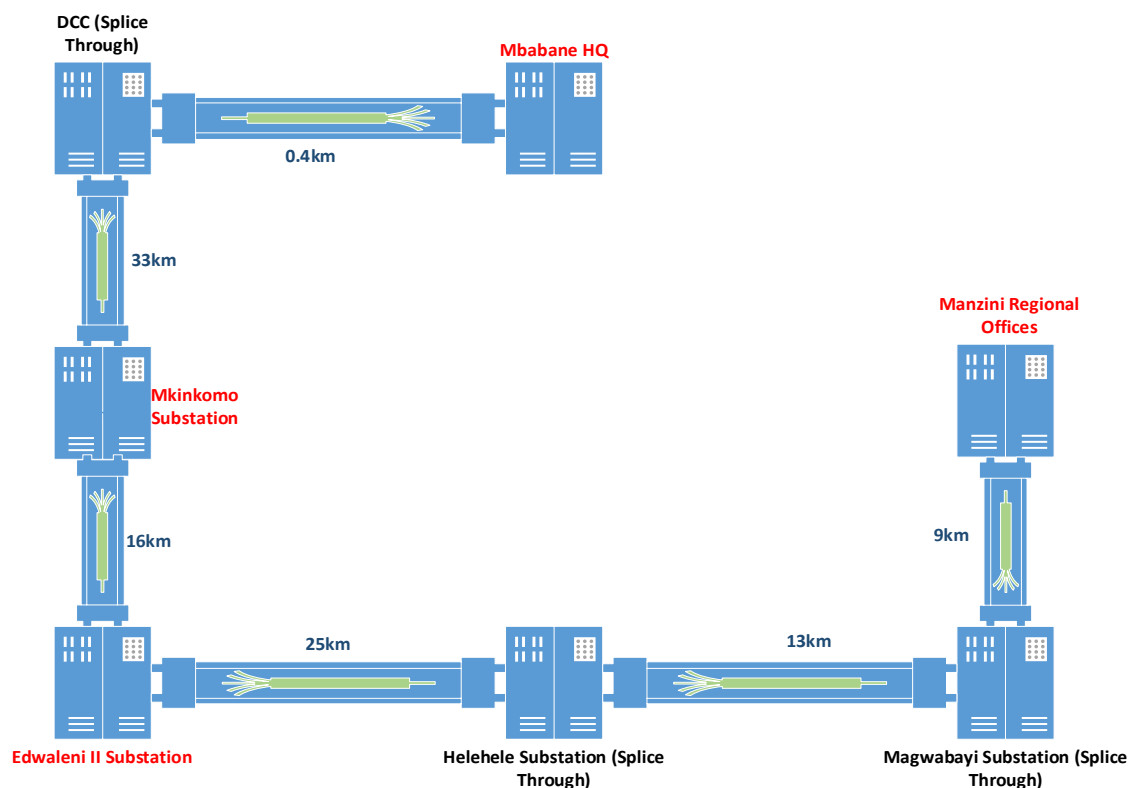


Figure 1: Proposed Network Diagram

2. Technical Specification

- i. The DWDM equipment shall comply to Optical Transport Network (OTN) and ADD/DROP feature sets in accordance with the ITU-T standards.
- ii. Data transmitted from each node shall be detectable in all the nodes.
- iii. The DWDM shall be able to support protected multiple channel requirement combinations of 16-40 (lambdas).
- iv. The system shall be equipped with client ports/interfaces configurable as 1GE/2.5GE/10GE/STM-16/STM-64 client rate (electrical SFPs and optical SFPs).
- v. Each POP where the DWDM is being installed shall have 100Gbps dedicated connectivity **or** shall transport up to 100Gbps line rate (point-to-point link capacity) and have the capability to be expanded to 200Gbps (future purposes).
- vi. The equipment should work on PSU -48V dc (positive ground) and having 0°C to 40°C operating temperature.
- vii. The equipment size shall be 19inch and the bidder shall specify RU size.

- viii. The graphical user interfaces (GUI) Management System supporting the Northbound Simple Network Management Protocol (SNMP) and its respective hardware having a management capacity of at most 10 elements of the proposed network.
- ix. Fault management must monitor the fibre cores and have storage of collected information such as notifications, performance data, user information, equipment, and alarms, among others, to maintain the database.
- x. The Optical Network Management System (ONMS) – client/server based – shall provide full featured management and control of all the 4 offered network elements and view of the network in real time. The ONMS shall include the functionality of system configuration, network monitoring, alarm management, data acquisition for analogue monitoring, performance monitoring and reporting.
- xi. All the required licenses and software should have lasting validity with upgrades with a specified timeframe (years).
- xii. The proposed ONMS shall monitor, in real-time, the network performance indicators, and shall support alarm management for the installed equipment and cards.

3. Supply and Installation

The selected bidder shall be responsible for the supply, installation and commissioning of the mandatory software, software licences, hardware and accessories, and technical specifications.

The ONMS shall be installed, configured, and positioned at the Head Office.

The successful bidder shall handover the details and records of hardware and software configurations of all equipment to the purchaser. All configurations shall be kept confident with the purchaser and the technical resource.

The successful bidder shall carry out updates and upgrade of firmware and software of the supplied equipment and the ONMS.

4. Warranty

The successful bidder shall provide a comprehensive warrant of 5 years counted from the date of Go-live. The warrant will include:

- i. Repairing of defective components.
- ii. Replacing of components beyond repair of same or better specification to ensure compatibility.
- iii. Submit a list containing the details of the delivered equipment.

5. Factory and User Acceptance Test

The principal objective of acceptance testing is to ensure that the work meets all requirements, standards, specification, and performance.



The successful bidder shall co-ordinate and carry out acceptance testing as required by the representative of the EEC in the presence of the representative.

6. Training

The successful bidder shall provide a comprehensive pre-installation training, on-installation training, and post-installation training to the EEC personnel.

2.1.6 Eligible Tenderers

The invitation to tender is open to suitably qualified and capable contractors who have relevant experience in setting up and installing the wavelength division multiplexers.

2.1.7 Cost of Tendering

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

2.2 Tender Documents

2.2.1 Contents of the Tender Document

2.2.1.1 The facilities required, tendering procedures and technical requirements are prescribed in the Tender Documents. The Tender Documents include the following sections:

- Invitation for Tender
- Instructions to Tender
- Forms and Schedules
- Letter of Tender

2.2.1.2 The Tenderer is expected to examine all instructions, forms, terms, specifications, and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender that is not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in disqualification of its Tender.

2.2.2 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, the query must be submitted post pre-tender meeting to the the Commercial Services Manager in writing, and the Commercial Services Manager will in turn reply in writing.

2.2.3 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 Specification be detected by the Tenderer, he shall seek in writing a decision also in writing of the Commercial Services Manager on the true intent and



meaning of the Tender documents as the Employer cannot be held liable for the additional cost that may be caused as a result thereof.

2.2.4 Clarification of Tender Document

A prospective Tender requiring any clarification of the Tender Documents may notify the Commercial Services Manager in writing. 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.

2.2.5 Amendment of Tender Document

2.2.5.1 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 of 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.

2.2.5.2 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.

2.2.6 Documents Confidential

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

2.3 Preparation of Tenders

2.3.1 Language of Tender

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer, the Commercial Services Manager 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.

2.3.2 Documents Comprising the Tender

The Tender submitted by the Tenderer shall comprise the following documents:

2.3.3.1.1 Letter of Tender duly completed and signed by the Tenderer, together with all attachments identified below:

- 1 Attachment 1: Price Schedule



- 2 Attachment 2: Eligibility and Conformity of supplier
- 3 Attachment 3: Schedule for expected project completion.
- 4 Attachment 4: A detailed project implementation plan outlining requirements from the Employer as well as timelines for completion of specific milestones.
- 5 Attachment 5: A detailed proposed payment schedule required by the contractor.
- 6 Attachment 6: Detailed design drawings of the proposed structures.

2.3.3 Tender Prices

- 2.3.3.1 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 procurement and delivery of the equipment. 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.
- 2.3.3.2 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Changes to the descriptions contained in the Price Schedules are not allowed and any changes will not be considered.
- 2.3.3.3 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.
- 2.3.3.4 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.
- 2.3.3.5 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.
- 2.3.3.6 All taxes, 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.
- 2.3.3.7 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.



2.3.4 Tender Currencies

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

2.3.5 Period of Validity

- 2.3.7.1 The Tender shall remain valid for **120 days** (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.
- 2.3.7.2 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.

2.3.6 Format and Signing of Tender

- 2.3.8.1 The Tender shall prepare one original and two complete copies of the Tender and clearly marking each one respectively as "Original Tender", "Copy No. 1" and "Copy No. 2." In the Event of any discrepancy between them, the original shall govern.
- 2.3.8.2 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. All pages of the Tender except for un-amended printed literature shall be initialled by the person or persons signing the Tender.
- 2.3.8.3 The Tender shall contain not alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the Tender.

2.4 Submission of Tenders

2.4.1 Sealing and Marking

- 2.4.1.1 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.
- 2.4.1.2 In the original and each copy of the Tender, the Technical and Financial Proposals shall be in **separate envelopes**, each clearly marked "**TECHNICAL**" and "**FINANCIAL**".
- 2.4.1.3 The inner and outer envelopes shall:
- 2.4.1.3.1 Be addressed to the Employer at the address given, and
- 2.4.1.3.2 **Bear the Tender Number, Tender Name** and the statement "**DO NOT OPEN BEFORE**" and the closing date for Tendering, excluding any notice allowing identification of the Tenderer.



- 2.4.1.4 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.

2.4.2 Deadline for Submission of Tenders

- 2.4.2.1 Tenders must be received by the Employer at the address no later than the time and date stated in the Invitation for Tender.
- 2.4.2.2 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.

2.4.3 Late Tenders

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

2.4.4 Modification and Withdrawal from Tenders

- 2.4.4.1 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.
- 2.4.4.2 The Tenderer's modifications shall be prepared, sealed, marked and dispatched as follows:
- 2.4.4.2.1 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."
- 2.4.4.2.2 Other provisions concerning the marking and dispatch of Tender modifications shall be in accordance with ITT sub-clause 4.1
- 2.4.4.3 A Tenderer wishing to withdraw its Tender shall notify the Employer in writing prior to the deadline prescribed for Tender submission.
- 2.4.4.4 The notice of withdrawal shall:
- 2.4.4.4.1 Be addressed to the Employer at the address specified, and
- 2.4.4.4.2 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.
- 2.4.4.5 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.



2.5 Tender Opening and Evaluation

2.5.1 Opening of Tender by Employer

- 2.5.1.1 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.
- 2.5.1.2 Subsequently, all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.
- 2.5.1.3 No Tender shall be rejected at Tender opening except for late Tenders.
- 2.5.1.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present.
- 2.5.1.5 Tenders not opened and read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

2.5.2 Clarification of Tenders

- 2.5.2.1 During the Tender evaluation, the Employer may, at its discretion, ask the Tenderer for clarification of its Tender.
- 2.5.2.2 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.

2.5.3 Preliminary Examination of Tenders

- 2.5.3.1 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.
- 2.5.3.2 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.
- 2.5.3.3 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.



- 2.5.3.4 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.

2.5.4 Evaluation Criteria

The evaluation will be separated into two parts. First will be the technical evaluation after which the financial evaluation will be done for those consultants that surpass the minimum accepted score for technical proposals.

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

- Technical – 70%
- Financial – 30%

Technical Evaluation

Technical	Description	Maximum Points %
Approach and Methodology	Understanding of the project which includes <ul style="list-style-type: none"> • <i>details of work</i> • <i>meeting the required technical specification</i> • <i>supply and installation</i> • <i>warranty</i> • <i>factory and user Acceptance Test</i> • <i>training</i> 	20
	Detailed work plan with timeframes for the overall project: <ul style="list-style-type: none"> • <i>Ghantt chart detailing every task</i> • <i>Task duration period</i> 	20
	Provision of detailed specification for the equipment to be installed (this may include catalogues or pictures)	10
	Maximum Points	50
Relevant Experience of Service Provider	Demonstrate experience in the supply, installation and commissioning of DWDM equipment including references and proofs of previous installations.	30
	Affiliation, licence or certification by a professional body in the telecommunications industry.	10
	Maximum Points	40
Team Structure	Qualification, Competence and experience of key personnel	8

	Professional body affiliation (ECSA etc)	2
Maximum Points		10
Total Score for Technical Proposal		100
Minimum Acceptable Score for Technical Proposal		70

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.

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.

2.5.5 Contacting the Employer

- 2.5.5.1 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. Queries are to be forwarded to the procurement office through busisiwe.masangane@eec.co.sz.
- 2.5.5.2 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.

2.6 Award of Contract

2.6.1 Intention to award

- 2.6.1.1 Following the contract award decision, EEC shall prepare a notice of intention to award, which notice shall be sent directly to all tenderers who submitted tenders. **All bidders are required to provide contact email addresses, through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Authority (ESPPRA)**

2.6.2 Award Criteria

- 2.6.2.1 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



price or any at all and no reasons will be given for non-acceptance of Tender.

2.6.3 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.

2.6.4 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.

2.6.5 Signing the Contract Agreement

- 2.6.5.1 The Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.
- 2.6.5.2 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.

2.6.6 Performance Security

- 2.6.6.1 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.
- 2.6.6.2 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.

2.6.7 Corrupt or Fraudulent Practices

Any Tenderer that is found to be, or who attempts to be involved in any corrupt or fraudulent activity or practice involving any party concerned in the Tender process, shall be disqualified. The Tenderer may forfeit the Tender Security.



Section 3 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this contract shall be:

FIDIC (International Federation of Consulting Engineers)

Condition of Contract for Plant and Design Build for Electrical and Mechanical Works and for

Building and Engineering Works, Designed by the Contractor. First Edition. 1999. (Yellow Book).

The Conditions consists of three parts, namely

1. General Conditions of Contract.
2. Appendix to Tender.
3. 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 familiarize 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

Section 4 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 Plant and Design, Build for Electrical and



Mechanical Works and for Building and Engineering Works, Designed by the Contractor. First

Edition. 1999. (Yellow Book)

Clause 1 General Provisions

Sub-Clause 1.1 Definitions

1.1.1.1 Add “Minutes of Negotiation” after “Contract Agreement.”

1.1.1.5 The Employer’s Requirements are detailed in Part II of the Tender Document

1.1.4.6 The Foreign Currency is South African Rand

1.1.6.2 “Country” shall mean Eswatini.

Sub-Clause 1.2 Priority of Documents

Replace the list of documents with the following list

- (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.

Sub-Clause 1.14 Joint Several Liability

Insert after Sub-Clause 1.14(c):

- (d) Each member shall produce parent member guarantee.

Sub Clause 1.15 Details to be Confidential

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.

The obligations of confidentiality herein shall be imposed mutatis mutandis upon such subconsultants, sub-contractors or suppliers in their respective contracts.

Clause 2 The Employer



Sub-Clause 2.4 Employer's Financial Arrangements

Delete this Sub-Clause.

Clause 3 The Engineer

Sub-Clause 3.6 Management Meetings

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 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.

Clause 4 The Contractor

Sub-Clause 4.4 Sub-Contractors

Delete Sub-Clause 4.4(b) and insert:

(b) Prior consent shall not be required where the accumulative total value of the subcontracts of a particular subcontractor is less than 0.01% of the Accepted Contract Amount.

Sub-Clause 4.16 Transport of Goods

Insert at the end of Sub-Clause 4.16:

(d) The Contractor shall notify the Engineer 14 (fourteen) days in advance of its requirement for permission to deliver any equipment to the site. The failure of the Contractor to give such notice to the Engineer within the required time shall not relieve the Contractor of its obligations under this Contract.

Sub-Clause 4.19 Electricity, Water and Gas

The Contractor shall be responsible for providing on the Site such supplies of electricity and water as are necessary for the proper execution and security of Works.

In the case of water supplies the Contractor shall make all necessary arrangements for metering, temporary storage and distribution of water on the Site and shall alter, adapt, and maintain the temporary work as necessary.

In the case of electricity supplies the Contractor shall make all necessary arrangements in accordance with the regulations and good practice for the distribution of lighting and power including all meters, temporary wiring and fittings on Site and shall adapt temporary work as necessary all the time maintaining strict safety rules.

The electrical supply shall be of such adequate capacity for all testing on Site prior to final energizing.

The Contractor shall at its own cost pay all charges in connection with or arising out of the provision of electricity and water including, without limitation, the



provision of any apparatus necessary for such use and the removal and making good on completion of the Works.

Clause 13 Variations and Adjustments

Sub-Clause 13.1 Right to Vary

Insert after the first paragraph of Sub-Clause 13.1:

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.

Clause 14 Contract Price and Payment

Sub-Clause 14.4 Schedule of Payment

Insert at the end of Sub-Clause 14.4

The contractor will be paid after 30 days from receipt of the invoice, and payments at Eswatini Electricity Company are made on the 15th and 30th of each month. The payments will be according to the contractor's payment schedule.

Clause 17 Risks and Responsibility

Sub-Clause 17.7 Use of Employer's Facilities

The Contractor shall take full responsibility for the care of items detailed below, from the

respective dates of use or occupation by the Contractor, up to the respective dates of hand-over or cessation of the occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works):

The Employer's existing Works and Plant

If any loss or damage happens to any of the above items while the Contractor is responsible for their care, arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

Clause 20 Claims, Disputes and Arbitration

Sub-Clause 20.2 Appointment of the Dispute Adjudication Board

Delete this Sub-Clause.

Sub-Clause 20.3 Failure to Agree Dispute Adjudication Board

Delete this Sub-Clause.

Sub-Clause 20.4 Obtaining Dispute Adjudication Board's Decision

Delete this Sub-Clause.

Sub-Clause 20.5 Amicable Settlement

Delete this Sub-Clause.

Sub-Clause 20.6 Arbitration

Delete this Sub-Clause and replace it with:

Unless settled amicably, any disputes shall be settled by international arbitration.
Unless otherwise agreed by both parties:

1.3 the dispute shall be finally settled under the Rules of the Conduct of Arbitrations

(5th Edition 2005) of the Association of Arbitrators (Southern Africa) within the context of the Law defined in Sub-Clause 1.4

1.4 The dispute shall be settled by the arbitrator(s) appointed in accordance with the

Rules and

1.5 The arbitration shall be conducted in the language for communications defined in

Sub-Clause 1.4

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer relevant to the dispute. Nothing shall disqualify the Engineer from being called as witness and giving evidence before arbitrator(s) on any matter relevant to the dispute.

Neither party shall be limited to the reasons for dissatisfaction given in its notice of dissatisfaction.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Works.

Sub-Clause 20.7 Failure to Comply with Dispute Adjudication Board's Decision

Delete this Sub-Clause

Sub-Clause 20.8 Expiry of Dispute Adjudication Board's Appointment

Delete this Sub-Clause

Section 5 FORMS AND SCHEDULES

1. LETTER OF TENDER



NAME OF CONTRACT: **OPTICAL FIBRE CAPACITY INCREASING
SOLUTION - SUPPLY, INSTALL AND COMMISSION DENSE
WAVELENGTH MULTIPLEXERS (DWDM)**

TENDER NO: 16 OF 2021/2022

TO: **Eswatini Electricity Company
P. O. Box 258
Mbabane, H100
Eswatini**

We have examined the Conditions of Contract, Employer's Requirements, Schedules the attached Appendix and Addenda Nos. _____ for the above named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or defects. We accordingly offer to supply the required equipment, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump sum of

We accept your suggestions for the appointment of the DAB as set out in the Particular Conditions of Contract.

We agree to abide by this Tender until _____ and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted we will provide the specified Performance Security, and deliver the equipment as per the schedule attached.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, 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 authorised to sign tenders on behalf of _____

Address: _____

Date: _____

2. DECLARATION OF ELIGIBILITY

All Tenderers must meet the following criteria, to be eligible to participate in public procurement.



**ESWATINI ELECTRICITY COMPANY
TENDER NO: 16 OF 2021/2022
SUPPLY, INSTALL AND COMMISSION DWDM**

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.....

BID SUBMISSION FORM



**ESWATINI ELECTRICITY COMPANY
TENDER NO: 16 OF 2021/2022
SUPPLY, INSTALL AND COMMISSION DWDM**

The Tender Committee
ESWATINI Electricity Company
P.O. Box 258
Mbabane

Dear Sir / Madam

Re: TENDER NO.:16 of 2020/2021 – Optical Fibre Capacity Increasing Solution - The Supply, Installation and Commissioning of DWDM

Having examined the Invitation to Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to "Supply, Install and Commission DWDM", in conformity with the said "Invitation to Bid" documents as follows:

- i. In accordance with the Schedule of Prices attached herewith and made part of this Bid and which are inclusive of all taxes.
- ii. We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule in the Schedule of Requirements.
- iii. We agree to abide by this Bid for a period of one hundred and twenty (120) days from the date fixed for Bid 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 Bid, 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 bid you may receive.

Name: _____ Signature: _____

In the capacity of: _____ Date: _____
(Designation)

Duly authorized to sign bid for and on behalf of:

(Name of Bidding Company)

Company Stamp/Seal:



COMMITMENT FORM

I(name of tenderer in full),.....,

hereby agree to deliver all goods and services without altering the
tendered price I quoted during tender submission date.

Name: _____ Signature:

Capacity of: _____ Date:

(Designation)

Duly authorized to sign bid for and on behalf of:

(Name of Bidding Company)

Company Stamp/Seal:

