

Request for Proposals

Tender No.: Tender 58 of 2020/21

Eswatini Electricity Company



Engineering Services for: Construction of Nhlangano Depot Staff Houses

April 2021



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1 Glossary

Defined term/Acronym	Meaning
Addendum or Addenda	Any amendment(s) to the RFP issued by the EEC pursuant to Section 2.5.1 entitled “Addendum”, each to be consecutively numbered and referenced to the Project.
Applicant	A juristic entity, company, consortium or joint venture applying to qualify in response to the RFP and for the avoidance of doubt excludes subcontractors and/or suppliers.
Application	An application to qualify made under the terms and conditions of the RFP.
Application Fee	The fee stipulated in the Project Information Sheet that Applicants are required to pay in order to be eligible to apply.
Applicant Member	A member of the Applicant.
Bid	A bid to be submitted by a Bidder in response to and in accordance with the RFP to be issued by the EEC.
Bidder or Bidding Group	The party or parties who have qualified subsequent to the RFP and are invited to submit proposals in response to the RFP to be issued by the EEC.
Briefing Notes	Written documentation issued by the EEC to disseminate further instructions, programme changes, information updates and clarifications in relation to the RFP or the Project, entitled “Briefing Note”, each to be consecutively numbered and referenced to the Project.
Business Day	Any day of the week other than Saturdays, Sundays or public holidays in eSwatini.
Commercial Operation Date or COD	The commercial operation date of the Project
Coercive Practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
Collusive Practice	A scheme or arrangement between two or more Applicants or Bidders, with or without the knowledge of the EEC, designed to establish bid prices at artificial, non-competitive levels.
Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to



Defined term/Acronym	Meaning
	influence the action of a public official in the procurement process or in contract execution.
Emalangenani or E	The official currency of the Kingdom of eSwatini.
Facility	Depot staff Building at Nhlangano depot.
Fraudulent practice	A deliberate or wilful misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
Government	The Government of the Kingdom of Eswatini.
IPP	An independent power producer.
Lead Member	The Applicant Member legally authorised by Applicant Members to sign the Application and to bind the members of that Applicant.
Preferred Bidder	In relation to a Bid in response to the RFP, the Bidder selected by the EEC after the RFP Bid evaluation process.
Project	The Facility pursuant to the EEC project entitled: "Engineering Services for: Depot staff houses at Nhlangano depot, more particularly described in Sections Error! Reference source not found. and Error! Reference source not found.
Project Information Sheet	The table and its contents provided in Error! Reference source not found. which contains the key information relating to the RFP process.
RFP	The request for proposals to be issued by the EEC in relation to the Project.
RFP	The request for proposals (together with its Addenda and Briefing Notes) issued by the EEC for shortlisting Bidders to participate in the RFP process.
ESPPRA	The Eswatini Public Procurement Regulatory Authority.
Eswatini	The Kingdom of Eswatini, formerly known as the Kingdom of Swaziland.
Site	The site upon which the Facility is to be located.

2 Interpretation

In the RFP, except where the context otherwise requires:

- a) words importing one gender include the other gender, and words importing the singular include the plural and vice versa;
- b) “enactment” means any statute or statutory provision of Eswatini and any other subordinate legislation, regulations or guidelines made under any such statute or statutory provision;
- c) a reference to any enactment shall be construed as including a reference to any enactment which such subsequent enactment has directly or indirectly replaced (whether with or without modification), and that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the RFP;
- d) a list of contents, glossary and headings to the parts and Sections of the RFP are for ease of reference only and shall not affect the interpretation of the RFP;
- e) the Appendices form part of the RFP, and have the same force and effect as if expressly set out herein;
- f) the RFP shall be governed and construed in accordance with the laws of Eswatini; and
- g) all monetary amounts are expressed in Emalangeni (E) or Swazi Lilangeni (SZL) unless expressly provided otherwise.

3 INVITATION FOR TENDER

- 3.1. The Eswatini Electricity Company has made funds available towards the cost of construction of Depot Staff Houses at Nhlanguano.
- 3.2. It is intended that these will be applied to the eligible payments under the Engineering Service Contracts covering the structural designs, quantity surveying, tender preparations, project management.
- 3.3. The Tender Documents cover the following:
- 3.3.1. Structural Design, quantity surveying, tender preparations, project management of depot staff house buildings at Nhlanguano.
 - 3.3.2. Geotechnical survey.
- 3.4. Tenders shall be submitted on a partial-turnkey basis, covering all the design aspects incorporated.
- 3.5. The Eswatini Electricity Company now invites sealed Tenders from those Engineering Consulting Firms suitably qualified for structural designs, quantity surveying and supervision of civil contractors.
- 3.6. Tender documents can be purchased from the EEC Buying Department at
- Eswatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane, Eswatini
Telephone: +268 2409 4000
Facsimile: +268 2404 7870
Contact: Commercial Services Manager
- 3.7. Tenderers are required to furnish their Tenders, Tender Security in the applicable format, in favour of the Eswatini Electricity Company, valid for the stated period for the specified amount.
- 3.8. A compulsory pre-tender meeting and site visit will be arranged for the week of the 28th April 2021.**
- 3.9. The closing date for the Tender is 14th May 2021 at 12h00 at the Eswatini Electricity Company Head Office.**
- 3.10. One Original and two complete copies shall be submitted.

4 INSTRUCTIONS TO TENDER

4.0. Introduction

The Eswatini Electricity Company has made funds available towards the cost of the construction of depot staff houses at Nhlanguano 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.

4.1 Client

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

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

Eluvatsini House
Mhlambanyatsi Road
Mbabane
Eswatini

Telephone: +268 409 4000

Facsimile: +268 404 7870

4.2 Engineer

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

The Eswatini Electricity Company Project Manager

Address is the same as above.

4.3 Scope of Tender

4.3.1 Eligible Tenders are invited to submit Tenders for the Project. The Project is the structural design, quantity surveying, tender preparations and project management for the construction of a 8 units, 2 bedroom double storey depot staff houses at Nhlanguano.

4.3.2 The successful Tenderer is expected to complete the Services within the period stated in the Appendix to Tender from the date of commencement of the Works.

4.4 Methodology

The bidders are expected to provide a methodology showing how the design, construction and supervision exercise will be carried out. This will indicate the level of understanding of what is expected from the EPC.



4.5 COMPANY PROFILE AND STATUTORY DOCUMENTS

The proposal should have the following documents:

- Company profile
- List of at least 3 similar projects
- Three reference letters from previous and / or current clients
- Completion certificates of similar projects
- Composition of the team. It is necessary that the team leader be identified as well as the role to be played by any of the support team members.
- Curriculum vitae of key personnel
- The following statutory documents should be submitted together with **other documents highlighted in the datasheet** at the end of this document:
 - Certified copy of Company registration Document that reflect Company name, registration number, date of registration and active directors or members
 - Original/valid tax compliance certificate
 - Certified latest trading licence
 - Last three years audited/reviewed financial statements
 - Tender guarantee of E10,000

4.6 Cost of Tendering

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

5 Tender Documents

5.1 Contents of the Tender Document

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

- Part I
 - Invitation for Tender (IFT)
 - Instructions to Tender (ITT)
 - Model Agreement
 - Particular Conditions of Contract (PCC)
 - Appendices to Tender (ATT)
 - General Conditions of Contract (GCC)
 - Forms and Schedules (FP)
 - Letter of Tender
 - Form Contract Agreement
 - Form of Performance Security
- Part II
 - Technical Specification (TS)
- Part III

○ Price Schedules (PS)

5.1.2 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.

5.2 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, he shall notify the Engineer in writing, and the Engineer will in turn investigate and reply in writing.

5.3 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 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 Client cannot be held liable for the additional cost of extra work that may be caused as a result thereof.

5.4 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 Client. 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.

5.5 Amendment of Tender Document

5.5.1 At any time prior to the deadline for submission of Tenders, the Client 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 Client 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.

5.5.2 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.

5.6 Tender Documents and Ownership

The Tender Documents which have been made available to Tenderers are the property of the Client and shall be returned to the Engineer whether or not a Tender is submitted.

5.7 Documents Confidential

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



6 Preparation of Tenders

6.1 Language of Tender

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

6.2 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.

6.3 Documents Comprising the Tender

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

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

- 1 Attachment 1: Power of Attorney
- 2 Attachment 2: Price Schedule (Appendix 2)
- 3 Attachment 3: CV for the professionals
- 4 Attachment 4: Deviations
- 5 Attachment 5: Alternative Tender
- 6 Attachment 6: Preliminary Working Programme (Appendix 3)

6.4 Tender Prices

6.4.1 Tenders shall quote for the services on a "single responsibility" basis such that the total Tender Price covers all the Consultant's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect to the design, geotechnical survey, quantity survey and supervision of the construction of the buildings to completion. This includes all requirements under the Consultant's responsibility for testing, where so required by the Tender Documents, the acquisition of all permits, approvals and licenses, and such other items and services as may be specified in the Tender Document, all in accordance with the requirements of the General Conditions of the Contract. Items against which no price is entered by the Tenderer will not be paid for by the Client when executed and shall be deemed to be covered by the prices for other items.

6.4.2 Tenderers are required to quote the price for commercial, contractual and technical obligations outlined in the Tender Documents. If a Tenderer wishes to make a deviation, such deviation shall be listed in Attachment 4 of its Tender. The Tenderer shall also provide the additional price, if any, for withdrawal of the deviations. Deviations without an additional price for its withdrawal will be accepted at **no cost**.

6.4.3 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules as contained in Appendix 2 of the Tender Documents. Changes to the descriptions contained in the Price Schedules are not allowed and any changes will not be considered.

6.4.4 Services shall include rates or prices for all labour, Consultant's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the

provisions of any manuals, where identified in the Tender Documents, as necessary for proper execution of Services, **including all taxes, duties, levies** and charges payable in the Client's country as of 28 (twenty-eight) days prior to the deadline of submission of Tenders.

- 6.4.5 Prices and rates 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.
- 6.4.6 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 Consultant shall submit proof of forward cover on the relevant portions of the Contract within 28 days after award of Contract.
- 6.4.7 All taxes including **Eswatini 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.
- 6.4.8 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 Consultants/Suppliers.

6.5 Tender Currencies

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

6.6 Period of Validity

- 6.6.1 The Tender shall remain valid for one hundred and twenty (120) days after the Tender closing date. A Tender valid for a shorter period shall be rejected by the Client as being non-responsive.
- 6.6.2 In exceptional circumstances the Client 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.

6.7 Format and Signing of Tender

- 6.7.1 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.
- 6.7.2 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. 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.



- 6.7.3 The Tender shall contain not alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the Tender.

7 Submission of Tenders

7.1 Sealing and Marking

- 7.1.1 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.
- 7.1.2 The inner and outer envelopes shall:
- 7.1.3 Be addressed to the Client at the address given, and
- 7.1.4 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.
- 7.1.5 If the outer envelope is not sealed and marked as requested, then the Client will assume no responsibility for the Tender's misplacement or premature opening. If the outer envelope discloses the identity of the Tenderer, the Client will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.

7.2 Deadline for Submission of Tenders

- 7.2.1 Tenders must be received by the Client at the address no later than the time and date stated in the Invitation for Tender.
- 7.2.2 The Client 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 Client and Tenderers will thereafter be subject to the deadline as extended.

7.3 Late Tenders

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

7.4 Modification and Withdrawal from Tenders

- 7.4.1 The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for Tender submission.
- 7.4.2 The Tenderer's modifications shall be prepared, sealed, marked and dispatched as follows:
- (a) 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."
 - (b) Other provisions concerning the marking and dispatch of Tender modifications shall be in accordance with ITT sub-clause 4.1
- 7.4.3 A Tenderer wishing to withdraw its Tender shall notify the Client in writing prior to the deadline prescribed for Tender submission.

7.4.4 The notice of withdrawal shall:

- (a) Be addressed to the Client at the address specified, and
- (b) 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.

7.4.5 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.

8 Tender Opening and Evaluation

8.1 Opening of Tender by Client

- 8.1.1 The Client 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.
- 8.1.2 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.
- 8.1.3 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 Client may consider appropriate, will be announced by the Client at the opening.
- 8.1.4 Subsequently, all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.
- 8.1.5 No Tender shall be rejected at Tender opening except for late Tenders
- 8.1.6 The Client shall prepare minutes of the Tender opening, including the information disclosed to those present.
- 8.1.7 Tenders not opened and read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

8.2 Clarification of Tenders

- 8.2.1 During the Tender evaluation, the Client may, at its discretion, ask the Tenderer for clarification of its Tender.
- 8.2.2 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.

8.3 Preliminary Examination of Tenders

- 8.3.1 The Client 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.



- 8.3.2 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.
- 8.3.3 Prior to the detailed evaluation, the Client 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, conditions 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 Client'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.
- 8.3.4 If a Tender is not substantially responsive, it will be rejected by the Client, and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Client's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

8.4 Technical Evaluation and Comparison of Tenders

- 8.4.1 The Client will carry out a detailed evaluation of the Tenders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Client will examine and compare the technical aspects of the Tenders based on the information supplied by the Tenderers, considering the following factors:
- 8.4.2 Overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in the Attachment 4 to the Tender and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control included in the Tender. The Tender that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- 8.4.3 Achievement of specified performance criteria by the Engineer.
- 8.4.4 Details about using local labour/expertise.
- 8.4.5 Any other relevant factors the Client deems necessary or prudent to take into consideration.
- 8.4.6 Where alternative technical solutions have been offered in attachment 7 to the Tender, the Client will make a similar evaluation of the alternatives, which will be treated in the technical evaluations as if they were base Tenders.
- 8.4.7 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 Score Weight – 70%

Financial Score Weight – 30%

Technical Evaluation

Technical:	Description:	Points:
Approach & Methodology	Understanding of the project and scope of work	10
	Overall methodology adopted to meet the scope of work requirements.	20
	Work plan with timeframes for the overall project (design plus construction)	10
	Sub-total:	40
Design & Construction Experience	Experience of Design Engineer in similar projects (3 projects designed in the past 5 years).	15
	Civil Engineer responsible for design of civil and structural related work	
	Consultant experience in similar projects (Completion Certificates for 3 projects completed in the past 5 years)	15
	Three reference letters for projects completed in the past 5 years	10
	Sub-total:	40
Team Structure	Qualifications (BSc/B.Eng, B-Tech etc) of key personnel (project manager, design engineers, site agents)	10
	Professional body affiliation (ECSA or AESAP, PMP etc) for key personnel and a display of continual improvement.	10
	Sub-Total:	20
	Technical Total:	100

NB: Bids with a score of less than 70% out of the 100 on the Technical score shall be disqualified and not further evaluated

8.5 Commercial Evaluation and Comparison of Tenders

8.5.1 The Client's evaluation of a Tender will consider, in addition to the Tender prices indicated, the following costs and factors that will be added to each Tenderer's Tender Price in the evaluation using pricing information available to the Client:

- (a) The cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in Attachment 4 to the Tender, and other deviations and omissions not so identified.



The evaluation of the price shall be based on the following formula and shall be **weighted to 30%**;

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

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

NB: The EEC does not bind itself to accept the lowest price

8.6 Contacting the Client

- 8.6.1 From the time of the tender opening to the time of Contract award, if any Tenderer wishes to contact the Client on any matter related to its Tender, it should do so in writing.
- 8.6.2 Any effort by a Tenderer to influence the Client in the Client's Tender evaluation, Tender comparison or Contract award decisions may result in rejection of the Tenderer's Tender.

9 Award of Contract

9.1 Award Criteria

- 9.1.1 The Client 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 Client is not bound to accept the lowest Tender or any at all and no reasons will be given for non-acceptance of Tender.
- 9.1.2 The Client may request the Tenderer to withdraw any of the deviations listed in Attachment 6 to the winning Tender, at the price shown for the deviation in Attachment 6 to the Tender.

9.2 Client's Right to Accept Any Tender and to Reject Any or All Tenders

The Client 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 Client's action.

9.3 Client's Right to Vary Quantities at Time of Award

The Client 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.

9.4 Pre-Award Negotiations



- 9.4.1 Prior to the expiry of the period of Tender Validity, the Client will invite the successful Tenderer to his office for Contract negotiations.
- 9.4.2 The successful conclusion of the Contract Negotiations will constitute the formation of the Contract.
- 9.4.3 The Client shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.
- 9.4.4 Upon the successful Tenderer's furnishing of a Performance Security the Client will promptly notify each unsuccessful Tenderer and will discharge its Tender Security.

9.5 Signing the Contract Agreement

- 9.5.1 Subject to Clause 6.4.2 The Client will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.
- 9.5.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Client.

9.6 Performance Security

- 9.6.1 Within twenty-eight (28) days after successfully concluding the Contract negotiation, the successful Tenderer shall furnish the Performance Security in the amount of ten (10) percent of the accepted Contract Amount and in the form provided in the Tender Documents or in another form acceptable to the Client.
- 9.6.2 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 Client may make the award to the next most advantageous evaluated Tenderer or call for new Tenders.

9.7 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.

10 Terms and conditions

Applicants applying will be deemed to have done so on the basis of the RFP and that they acknowledge and accept the following terms and conditions of the RFP.

10.1 Non-eligible persons

- 10.1.1 The following parties are not eligible to be an Applicant or to participate in any capacity in an Applicant:
- 10.1.2 The company, its partners, subcontractors or suppliers appears on the World Bank listing of ineligible firms and individuals or any similar listings by other financial institutions;



- 10.1.3 The company, its partners or subcontractors has as its members or directors, persons who are currently members, directors or employees of the EEC or the Government;
- 10.1.4 The company, its partners or subcontractors, whether in a principal or subcontracting role, has previously acted or is currently acting in the role of an adviser to the EEC on the Project;
- 10.1.5 The company, its partners or subcontractors has a conflict of interest in participating in the RFP or RFP process;
- 10.1.6 The company, its partners or subcontractors have legal disputes with the EEC that are pending in court; and /or
- 10.1.7 The company, its partners or sub-contractors have been found guilty in a court of law of fraud or corruption related crimes.
- 10.1.8 A Tenderer may be disqualified from the RFP process if evidence emerges between the closing date through to the announcement of the Preferred Tenderer which suggests that the Tenderer no longer meets the necessary requirements of the RFP. The EEC reserves the right to require further supporting evidence to re-assess the Qualified Bidder's status on any aspect of the qualification criteria.

10.2 Acknowledgement of Law

By the time of submitting its Application, each Applicant is required to become fully acquainted with the laws of Eswatini related to the subject matter of the Project, and to declare that it will comply with such laws. The declaration required to be made is set out in Application Form 2.

10.3 Legal personality of Applicant

With respect to the Applicant:

- 10.3.1 No change is permitted to an Application or to the membership of an Applicant, after submission of the Application without the prior written consent of the EEC.
- 10.3.2 If the Applicant undergoes a change in its membership, the EEC reserves the right to require the relevant entity to supply such further information about such a change as to enable the EEC to fully consider the impact of such a change.
- 10.3.3 Any person not previously included as part of the Applicant, or any person taking a substantially different participation in the Applicant may be required to submit such information as is required in relation to the Applicant and its various members as contemplated in the RFP.
- 10.3.4 The EEC is not obliged to consider any extension of time in relation to any stage of the RFP process on the account of any change in the Applicant membership (as contemplated above).
- 10.3.5 Should the composition or control of an Applicant change without the EEC's prior written consent, the EEC shall be entitled in its sole discretion to disqualify the Applicant from participating in any further stages of the RFP or RFP processes, or to allow the Applicant to continue in the RFP or RFP processes, subject to such conditions as the EEC determines appropriate.

10.4 Confidentiality

- 10.4.1 In applying, each Applicant Member agrees to keep its Application confidential from third parties other than the EEC. The EEC undertakes to only share the Application with the parties who are required to assess Applications for the purposes of the Project.
- 10.4.2 All information and data submitted by an Applicant shall become the sole property of the EEC, except for copyrighted material, trade secrets or other proprietary information clearly identified as such by the Applicant. Applicants, by virtue of their Applications, agree to indemnify the EEC and hold it harmless from any loss, damage, liabilities, claims, actions, proceedings, demands, costs, charges or expenses of whatsoever nature suffered by the EEC for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.
- 10.4.3 The provisions of this Section 10.3.5 shall not apply to any information which is made available as required by any law or any regulatory authority, or which is or becomes public knowledge, other than by way of breach of this Section 10.3.5 or which was in the possession of such party prior to its disclosure or which is received from a third party who lawfully acquired and is under no obligation restricting its disclosure.
- 10.4.4 Each Qualified Bidder, subcontractors and their agents and advisors may be required to sign confidentiality undertakings as shall be included within the RFP documentation. All confidential information disclosed to the Qualified Bidder or to the Post-Qualified Bidder, subcontractors and their agents and advisors shall remain the property of the EEC and shall be returned to the EEC on demand.

10.5 Corrupt gifts and payments

The EEC requires that Applicants observe the highest standards of ethics during the execution of the Project. In this respect the EEC will:

- 10.5.1 reject a proposal for award if it determines that the Applicant recommended has, directly or through an agent, engaged in corrupt, fraudulent, Collusive or Coercive practices in competing for qualification; and
- 10.5.2 sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the EEC if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, Collusive or Coercive practices in competing for, or in executing, an EEC contract.

10.6 No contractual obligations

The RFP does not constitute an offer by the EEC to enter a contractual relationship with any Applicant but is merely a solicitation of Applications to select the parties who shall be entitled submit Bids for the Project in response to the RFP.

10.7 No collusion

The contractors present during the site meetings can team-up with other consultants who attended the opening meetings and the attendance register will be shared together with all those present during the site meeting. However, applicants are prohibited from colluding in respect of the Project with anyone in general and not just other Applicants. In applying, each Applicant certifies that its Application:

- 10.7.1 has been prepared without consultation, communication or agreement for restricting competition with any other Applicant, member of another Applicant, or any other competitor or potential competitor;



10.7.2 has not been disclosed by it, nor will it be disclosed by it to any other Applicant, member of another Applicant, or any competitor or potential competitor; and

10.7.3 no attempt has been made or will be made by it to induce any other person not to apply for the purpose of restricting competition.

10.8 Non-compliance

10.8.1 Any material failure on the part of an Applicant to comply with the terms of the RFP, read together with all Briefing Notes, may result in its Application being treated as non-compliant.

10.8.2 The EEC reserves the right to reject any non-compliant Applications without further evaluation.

10.8.3 Any Application received without all information or data requested in terms of the RFP, or with insufficient information for substantive evaluation thereof, will be marked as incomplete and may at the EEC's sole and absolute discretion be rejected.

10.9 Signing requirements

10.9.1 Each Applicant shall have a representative Lead Member that will be authorised to sign the Application and make statements on behalf of and receive instructions for the members of the Applicant.

10.9.2 The Lead Member is required to sign the Declaration Letter as provided in Application Form 2 confirming that all documentation forming part of the Application is factually correct and true, that the Application shall remain valid for a period of at least 120 days after the deadline for submission of Applications and that the Applicant, and each member of the Applicant and its subcontractors where named agree to be bound by the terms of the RFP.

10.10 The EEC's discretion

Where it is stipulated in the RFP that the EEC's prior written consent shall be required, the determination by the EEC as to whether to grant or refuse such consent shall be at the EEC's sole and absolute discretion, and the decision with regard thereto shall be final and binding.



11 Agreement

This Agreement dated this _____
day of _____

Between _____
Of _____
(Hereinafter called "the Client") of the one part

Eswatini Electricity Company
P. O Box 258
MBABANE

And _____
of _____
(Hereinafter called "the Consultant") of the other part

Whereas the Client desires that certain Services should be performed by the Consultant, namely

As specified in the Schedule
And Scope of Services

and has accepted a proposal by the Consultant for the performance of such Services.

The Client and the Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - 2.1. Letter of offer by the Consultant;
 - 2.2. The Letter of Acceptance dated _____
 - 2.3. Minutes of Contract Negotiation
 - 2.4. Addenda nos _____
 - 2.5. This Client/Consultant Model Services Agreement
 - 2.6. The Appendices, namely
 - 2.6.1. Appendix 1: Scope of Services
 - 2.6.2. Appendix 2: Remuneration and Payment
 - 2.6.3. Appendix 3: Time Schedule of Services.



3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Client hereby covenants to pay the Consultant, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws:

Signed by: _____
For and on behalf of the Client in the
presence of
Witness: _____
Name: _____
Address: _____
Date: _____

Signed by: _____
For and on behalf of the Consultant in the
presence of
Witness: _____
Name: _____
Address: _____
Date: _____



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GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this contract shall be:

FIDIC (International Federation of Consulting Engineers)

The Condition of Contract for Client/Consultant Model Services Agreement. Fourth Edition. 2006. (White Book).

The Conditions consists of three parts, namely

1. Agreement.
2. Particular Conditions of Contract.
3. General 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 Client 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 Client.

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

13 PARTICULAR CONDITIONS OF CONTRACT

This Particular Conditions of Contract for Client/Consultant Model Services Agreement. Fourth Edition. 2006. (White Book).

1.1 Definitions

1.1.2 The Project is Engineering Services for Structural Design, Quantity Surveying, Tender Preparations, Project Management of Buildings: Depot staff houses at Nhlangano only.

1.1.10 Commencement Date

1.1.11 Time for Completion

1.3 Language for Communication English

1.4 Language of the Agreement English

Ruling Language English

Governing Law Laws of the Kingdom of Eswatini

1.8 Notices

Client's Address Eluvatsini House Mhlambanyatsi Road Mbabane, P.O.Box 258 Mbabane, Eswatini.

Email ephraim.kunene@sec.co.sz

Telephone 2409 4000

Facsimile 2404 1470

Consultant's Address

Email

Telephone

Facsimile

5.2.2 Agreed compensation for overdue payment (percent per day) The compensation for overdue payment will be agreed to 0.1% per day limited to 2% of the amount in the invoice if the client is in default.

- | | |
|-----------------------------|---|
| 6.2 Duration of Liability | The duration of Liability shall be 265 from date of completion of the Works defined in this Service Agreement. |
| 6.3.1 Limit of Compensation | The maximum amount of compensation payable by either party is limited to 100% of the extent of damage not withstanding any other agreements reached by the parties. |
| 8 Disputes and Arbitration | If both parties fail to resolve a dispute, it shall be referred to the High Court of Eswatini for ruling. |



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FORMS AND SCHEDULES

1 LETTER OF TENDER

NAME OF CONTRACT: **Engineering Services for: Depots Staff Houses
at Nhlangano only.
Tender No.: 58 of 2020/21**

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

We have examined the Conditions of Contract, Client'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 design, execute and complete the Works and remedy any defects therein, 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, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Guarantees.

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 authorise 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

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 has been submitted.</p> <ol style="list-style-type: none"> Signed Tender Form Declaration of eligibility 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/valid Tax compliance Certificate. Certified copy of VAT Registration Certificate Police Clearance for Directors Certified copy of Labour Compliance Certificate Latest audited financial statements (3years). Original Receipt (E500.00) for Purchase of Tender Document. Tender security of E10,000.00 (Bank Guaranteed cheque or Bond from a recognized financial institution. (Should be included in the Technical file) <p>NB: A tender which does not contain the documents listed above shall be deemed to be non-responsive and eliminated from further evaluation.</p>
2	Qualification criteria	<p>Qualifications will be evaluated as follows:</p> <ul style="list-style-type: none"> - Demonstrated experience in at least three similar projects - Academic qualifications necessary to undertake the required service. - Professional affiliation to professional bodies
3	Compulsory site visit	<p>A compulsory pre-tender site meeting will be held: Date and time : 28th April 2021 at 10AM Venue : Nhlangano Depot 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) and should include all relevant levies and taxes. The prices should be fixed and firm for the duration of the contract, and where there is foreign currencies involved, forward cover should be catered for.</p>
6	Documents comprising the tender	<p>The documentation required for this tender are stated below. Please organize the tender in this order: Document 1: Section 1: Signed Tender Form, and Declaration of Eligibility (use templates, 1 & 2 in section 14)</p>



		<p>Section 2: Documents listed in the eligibility criteria in the given order.</p> <p>Section 3: Proof of tender payment</p> <p>Section 4: Power of attorney</p> <p>Section 5: Methodology as per the requirements of the tender</p> <p>Section 6: Subcontractors/partners proposed and relevant contracts/consortiums</p> <p>Section 7: Preliminary working programme</p> <p>Section 8: Exclusions of the tender</p> <p>Document 2 Section 1: Signed Tender Form (reflecting the total amount of services)</p> <p>Section 2: Price schedule</p>
7	Tenderer's request for clarification	<p>The deadline for clarifications shall be one week before the closing date. Clarification can be submitted until the 7rd May 2021 at Eswatini Electricity Company Eluvatsini House Mhlambanyatsi Road Mbabane, Swaziland Telephone: +268 409 4000 Facsimile: +268 404 4001 Contact: Busisiwe Masangane, e-mail busisiwe.masangane@eec.co.sz</p>
8	Tender submission	<p>The location for submission of tenders is Eluvatsini House Mhlambanyatsi Road Mbabane</p> <p>The following information should be considered:</p> <ul style="list-style-type: none"> The technical and financial proposals should be separated and clearly marked "TECHNICAL" and "FINANCIAL". The separate, sealed envelopes of both the financial and technical proposals should then be sent to EEC in a sealed envelope clearly marked "Engineering Services for: Depot Staff Houses at Nhlangano"



		<ul style="list-style-type: none"> • " and addressed to the "Secretary to the Tender Committee", Eswatini Electricity Company, Eluvatsini House, Head Office, Mhlambanyatsi Road, Mbabane, Swaziland no later than 1200 hours on 14 May 2021. • Submissions should be submitted with proof of payment of E500.00 for tender documentation.
9	Tender opening	Tenders will be opened at 1210 hrs on 14th May 2021 at SEC 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).

