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## **ESWATINI ELECTRICITY COMPANY**

### **REQUEST FOR PROPOSALS**

### **CONSTRUCTION OF STEEL CARPORTS AT THE HQ CARPARK**

**TENDER NO. 42 of 2020/2021**

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**NOVEMBER**

**2020**

<b>CONFIDENTIALITY</b>
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## 1.0 LETTER OF INVITATION

### **REQUEST FOR PROPOSALS – CONSTRUCTION OF STEEL CARPORTS AT THE HQ CARPARK TENDER NO. 42 of 2020/2021**

Tenders are hereby invited from suitably qualified service providers from the Kingdom of Eswatini for the Construction of steel car ports at the Eswatini Electricity Company's (EEC) carpark area at Eluvatsini House located in Mbabane.

The purpose of this project is to construct steel carports at the Eswatini Electricity Company (EEC)'s carpark at Eluvatsini House. The carports will protect vehicles belonging to the organisation and employees from all-weather conditions. This project aims to provide a safe and secure parking conditions for all cars parked at the HQ compound.

A non-refundable fee of **E250.00** for the tender should be made to any of the **EEC BANK ACCOUNTS** listed in the table below or any of the **EEC REVENUE OFFICES**. To receive the Terms of Reference, tenderers are to submit their proof of payment at **EEC Headquarters, Eluvatsini House**. The **REFERENCE** to be used when making payment is: **T42 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*

- i) The Closing date for submission of tenders is **Friday, 04<sup>th</sup> December 2020, at 12:00 Noon**. Late, incomplete, telephoned or telegraphic tenders will **not** be considered. A compulsory tender briefing will be held in **17<sup>th</sup> November 2020, at the EEC Head Office, at 10:00am**.

- ii) Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to Ms. Busisiwe Masangane Tel: (+268) 2409 4000/ 4163, Email: [busisiwe.masangane@eec.co.sz](mailto:busisiwe.masangane@eec.co.sz).

Completed tenders should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked: **CONSTRUCTION OF STEEL CARPORTS AT THE HQ CARPARK TENDER NO. 42 of 2020/2021**

## 2.0 DEFINITIONS

a)	<b>EEC</b>	Eswatini Electricity Company
b)	<b>PROJECT MANAGER</b>	Employee appointed by the employer for the purpose of this project.
c)	<b>TENDERERS</b>	Registered service providers constructing and installing a display unit.
d)	<b>LOCAL CURRENCY</b>	Lilangeni (SZL).
e)	<b>SERVICES</b>	The work to be performed by the Service provider pursuant to this contract.
f)	<b>PARTY</b>	Company or the Service provider, as the case may be, and “Parties” means both of them
g)	<b>BUSINESS DAY</b>	Any day of the week other than Saturdays, Sundays or public holidays in Eswatini
h)	Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.	
m)	Annexure to the Agreement shall be incorporated and shall form part of the agreement. Provided that in the event there is a conflict between a particular provision of the main body of the agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in the regard.	

### **3.0 BACKGROUND**

The car ports currently in use at the HQ compound are the shade cloth material and are problematic because they are always blown away by storms that are accompanied by wind. The costs of maintaining these car ports have escalated in recent years to the extent that the organisation has been compelled to look at other options to use as car ports at the HQ yard. This presentation is seeking to replace the existing carports with more durable ones as well as to address part of the shortage of parking at the HQ parking area.

### **4.0 PURPOSE OF THE PROJECT**

The objective of this proposal is to replace the existing shade cloth car ports with durable steel carports which will need minimal maintenance for their upkeep. The extension of the car park will reduce the shortage of parking space currently being experienced at the HQ compound.

### **5.0 OBJECTIVES OF THE PROJECT**

The main objective of this project is to create additional parking space and the provision of reliable shelter for vehicles parked at the HQ compound.

### **6.0 BENEFIT OF THE PROJECT**

The benefits of the herein mentioned structures are as follows.

- a) There will now be adequate parking space at the HQ yard.
- b) The safety of the cars belonging to the company & employees will be enhanced because they will now park under durable carports.

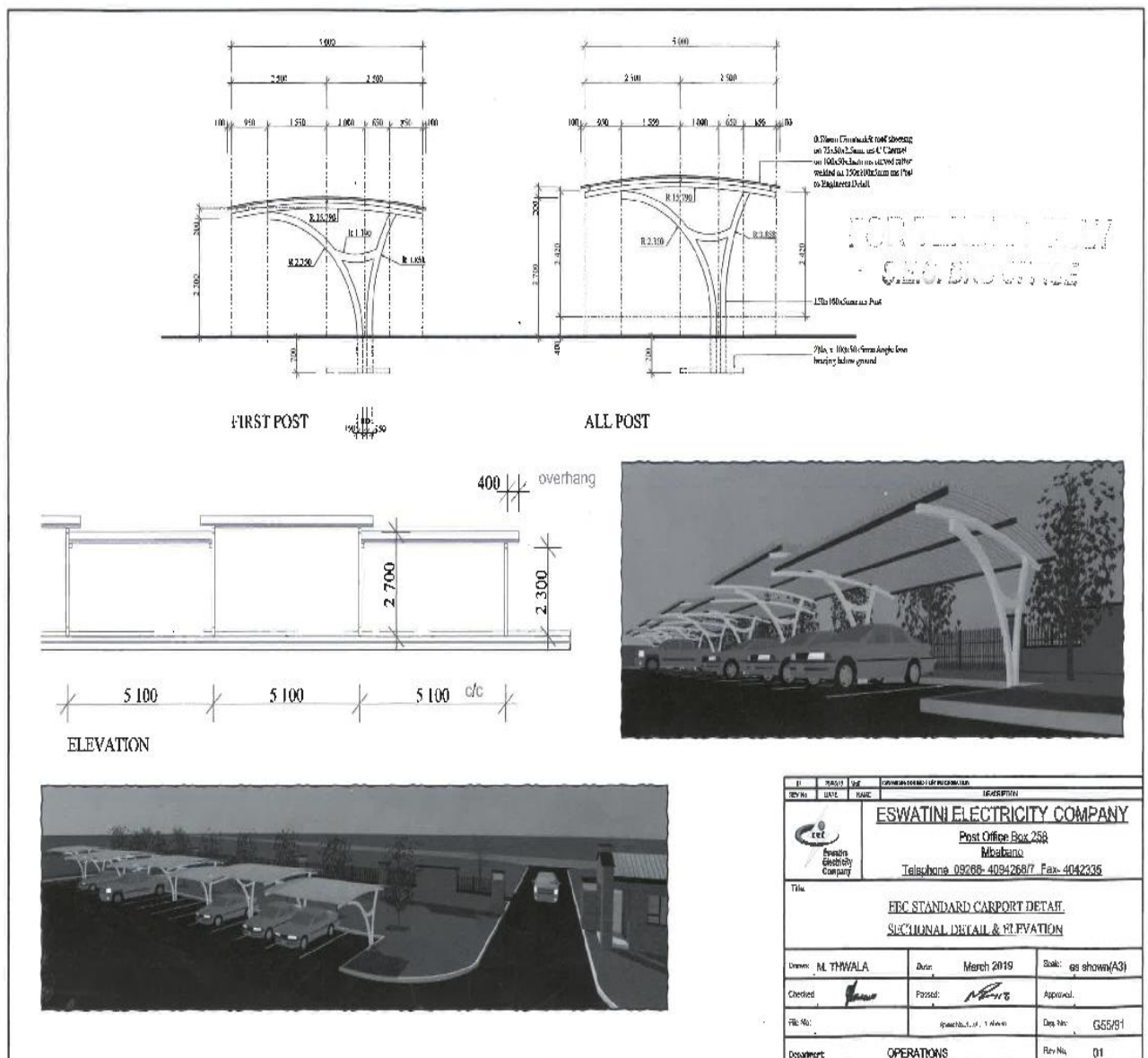
### **7.0 SCOPE OF TENDER**

The Eswatini Electricity Company is Requesting for quotations from reputable service providers who will construct and install the steel carports at the Eswatini Electricity Company Head Office parking area.

## 7.1 OBJECTIVES

The Eswatini Electricity Company seeks to engage a suitable service provider to construct and install the steel carports at the Eswatini Electricity Company Head Office parking area.

## 7.2 BASE SPECIFICATIONS



## 8 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The submitted request for quote document must also highlight the following information:

- i) Experience in the construction of the modern chromadek sheeting steel carports.
- ii) Three (3) references where similar carports have been erected.
- iii) Images of at least three (3) previous work done similar to the herein mentioned project.

## 9 EVALUATION CRITERIA

- EEC shall appoint an evaluation team on her behalf.
- The evaluation will be separated into two parts.
  - First will be the technical evaluation
  - Second will be the financial evaluation which will be done for those contractor who will qualify in the technical evaluation.

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

- Technical Evaluation – 70%
- Financial Evaluation – 30%

### i) Technical Evaluation

Technical	Description	Maximum Points %
Relevant Experience	Experience in the construction of the modern chromadek sheeting steel carports.	40
	Three (3) references where similar carports have been erected	30
	Images of at least three (3) previous work done similar to the herein mentioned project.	30
Total Score for Technical Proposal		100
Minimum Acceptable Score for Technical Proposal		70

## ii) 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 proportional to the lowest evaluated price.

## iii) Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal.
- The proposal with highest score shall be recommended for award.
- As outlined above, EEC will adopt a two-envelop system and evaluate proposals using a **Quality and Cost-Based Selection Model**. The Technical proposals will be evaluated first. Thus, **it is important and compulsory to submit a separate technical proposal and separate financial proposal**, each wrapped in a separately sealed envelope and clearly marked ‘technical proposal’ and ‘financial proposal’, respectively.

## 10.0 ELIGIBILITY OF TENDERS

The EEC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of EEC, and



includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive EEC of the benefits of free and open competition. EEC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at EEC.

- iii) Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the EEC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- iv) Any collusion amongst Tenderers or between Tenderers and EEC personnel is for bidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the EEC employee. The tender, or contract if it has been concluded already, will be declared invalid if SEC determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of EEC with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to EEC to show that:

- v) It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task
- vi) It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

- vii) It has an adequately qualified and experienced team assigned for the work under this tender.

Tenderers are advised to provide all relevant information as required.

## **11.0 CONTRACT AWARD**

- i) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award.
- ii) An intention of a notice to award in terms of the circular No. 3 of 2015 issued by the Eswatini Public Procurement Regulatory Authority (ESPPRA) shall be issued. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.

## **12.0 DURATION**

The whole exercise should be completed within a period not exceeding 2 calendar months. The service provider shall provide sufficient resources to carry out the task within the time frame specified (2 months) up until deliveries.

## **13.0 SUBMISSION AND VALIDITY OF TENDERS**

- i) Submission of Tenders
  - Technical and Financial proposals shall be submitted. These proposals should be separated and clearly marked “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. The separate, sealed envelopes of both the financial and technical proposals should then be sent to EEC in **ONE** sealed envelope clearly marked as follows:

**TENDER NO. 42 of 2020/2021**

**CONSTRUCTION OF STEEL CARPORTS AT THE HQ CARPARK**

- Tender Bids must be hand delivered on or before the Date of Closure of Proposals to:

**ESWATINI ELECTRICITY COMPANY  
ELUVATSINI HOUSE  
MHLAMBANYATSI ROAD  
MBABANE  
ESWATINI**

- The **Closing date for submission of the tenders is the Friday, 04<sup>th</sup> December 2020** at the EEC Head Office, Mhlambanyatsi Road, Mbabane, Eswatini, no later than **12:00 Noon**. A compulsory tender briefing will be held **17<sup>th</sup> November 2020**, at the EEC Head Office, at **10:00am**.
- Faxed, emailed or late tenders **will not** be considered.
- Tenderers should also provide the following:
  - Company profile.
  - An Original and Valid Tax Compliance Certificate.
  - A certified copy of Trading License.
  - A certified copy of labour compliance certificate.
  - A certified copy of Form J and Form C.
  - Police clearance for company directors.
  - A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
  - Letter of intent from a registered financial institution.
  - Names and Contact Details of at least three (3) reference customers.
  - Proof of payment for the TENDER FEE.
- Tender price should be valid for 90 days.
- Note that EEC payment terms are 30 days from the date of invoice.
- Successful tenderers will be required to sign the service level agreement/contract.

- It is not EEC's sole discretion to award or not to award any of the tenderers nor will EEC be bound to give reasons for not awarding any or all of the tenderers.

## ii) Validity of Tenders

Tenders shall be valid for a period of 3 months from the submission deadline.

## iii) Language of Tenders

All bids must be written in English and be submitted in 3 hard copies (i.e. one original and two copies)

## iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a tender, a notification in writing is to be addressed to **[busisiwe.masangane@eec.co.sz](mailto:busisiwe.masangane@eec.co.sz)**, followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.
- There shall be no refund of the tender fee for any withdrawals.
- No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.
- Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to **[busisiwe.masangane@eec.co.sz](mailto:busisiwe.masangane@eec.co.sz)**. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.
- Where a tenderer wishes to seek clarity, he/she shall do so in writing addressed to **[busisiwe.masangane@eec.co.sz](mailto:busisiwe.masangane@eec.co.sz)**. The deadline for requesting clarity will be the **27<sup>th</sup> November 2020**.
- No tenders may be modified after the deadline for submission of tenders.

- v) The tender shall remain valid and open for acceptance by EEC for not less than ninety (90) days after the submission of tenders.

- vi) At any time prior to the deadline for submission of Applications, the EEC may amend the request for proposals by issuing Addenda. Any Addendum issued will be communicated to all Applicants who have notified EEC of their intention to submit proposals and/or will be made available on the EEC website (<http://www.eec.co.sz>). To give prospective Applicants reasonable time to take an Addendum into account in preparing their proposals, the EEC may, at its discretion, extend the deadline for the submission of Applications.

#### **14.0 CONTRACT TERMS AND CONDITIONS**

- i) The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- ii) Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- iii) The singular included the plural or vice versa.
- iv) Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management;
- v) The following expressions shall bear the meanings assigned to them below and cognate expression shall bear corresponding meanings:

#### **15.0 MODIFICATION OF ESWATINI ELECTRICITY COMPANY'S RECEPTION AREA AT ELUVATSINI HOUSE**

- i) Commencement of the project - modification of Eswatini Electricity Company's reception area at Eluvatsini house should only be done when original and endorsed order from EEC has been given to the Supplier. Completion of the work is expected within two months from date of order being issued.

- ii) In the event of any delay by either party, the project shall be completed within such extended time as the parties may agree in writing; provided that both parties shall avoid any delays to the project

## **16.0 PAYMENT**

- i) When claiming payment, the Supplier shall submit an invoice to the EEC. The invoice shall be submitted together with supporting documentation, addressed to the EEC.
- ii) EEC shall make payments to the Consultant within 30 days of receipt of a valid invoice.
- iii) The payment terms shall be as follows: *as agreed with the successful tenderer*.
- iv) The currency of payment of the Contract shall be in the Eswatini currency, Lilangeni (E).

## **17.0 POSTPONEMENT, VARIATION AND TERMINATION**

- i) Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon project, in whole or in part, or terminate this contract.
- ii) The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.
- iii) Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and reduce expenditure to a minimum.

- iv) Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.

## VARIATION

- i) This agreement can only be varied by agreement in writing entered into by the parties.
- ii) Either one of the parties can initiate negotiations with a view to reach such said agreement.
- iii) Should there be any queries please contact The Commercial Services Manager on these contacts: Ms. Busisiwe Masangane Tel: (+268) 2409 4000/ 4163, Email: [busisiwe.masangane@eec.co.sz](mailto:busisiwe.masangane@eec.co.sz)

## 18.0 APPLICABLE LAW

This Contract shall be deemed to be concluded in Eswatini and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.

## 19.0 APPENDICES

### BID SUBMISSION FORM

*Service provider must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]*

[>>>Name of Consultant, Address, and Date>>>]

To: **The Commercial Services Manager**  
**Eswatini Electricity Company**  
**Eluvatsini House**  
**P.O. Box 258**  
**Mbabane**

Dear Sir/Madam

I, the undersigned, offer to modify the reception area at the Eswatini Electricity Company Head Quarters by constructing and installing a display unit in accordance with your Request for Proposal dated 10<sup>th</sup> July 2020 and our Proposal.

I hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if my Proposal is accepted, install a display unit at EEC reception area system to the assignment on the date to be agreed upon. We understand that the EEC is not bound to accept the lowest or any proposal.

Yours Sincerely,

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

### DECLARATION OF ELIGIBILITY

*[Service provider must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]*

[>>>Name of Consultant, Address, and Date>>>]

To: **The Commercial Services Manager  
Eswatini Electricity Company  
Eluvatsini House  
P.O. Box 258  
Mbabane**

Dear Sir/Madam,

Re. Tender Reference: **RFP NO. 42 of 2020/2021 CONSTRUCTION OF STEEL  
CARPORTS AT THE HQ CARPARK**



We hereby declare that: -

- (a) We, have the legal capacity to enter into the contract;
- (b) 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 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.....

Authorised Representation

Date.....