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## **ESWATINI ELECTRICITY COMPANY**

### **REQUEST FOR PROPOSALS (RFP)**

### **REGISTRATION OF ELECTRICAL CONTRACTORS**

#### **A limited Tender**

#### **TENDER NO.18 of 2021/22**

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**JULY  
2021**

<b>CONFIDENTIALITY</b>
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## 1. LETTER OF INVITATION

### **REQUEST FOR PROPOSALS – REGISTRATION OF ELECTRICAL CONTRACTORS TENDER NO.18 OF 2021/22**

Submissions are hereby invited from suitably qualified service providers to **REGISTER AS ELECTRICAL CONTRACTORS** for the Eswatini Electricity Company. Whereby, the services provided by the service provider shall be nationwide, whereby the contractor will be categorised and further, be designated at a particular work station.

The main objective of this exercise is to allow suitably qualified service providers, electrical contractors, an opportunity to work with EEC and also allow EEC to benefit from such a work relationship. The Terms of Reference will be provided after payment of a non-refundable fee of **E500.00** to the Eswatini Electricity Company. Payments of the tender fee should be made to any of the **EEC BANK ACCOUNTS** listed on 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: **T18 of 2021/22**

Name	Bank	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 Swaziland*

Documents are available at EEC Head Office on the address below:

**Eswatini Electricity Company**

**Eluvatsini House**

**Mhlambanyatsi Road**

**MBABANE**

- i) The Closing date for submission of the RFP is the **29th of July 2021 at 12:00 pm**. Late, incomplete, telephoned or telegraphic tenders will **not** be considered. There is **no** compulsory briefing or site visit required for this RFP, prior to submission.
- 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 Mrs Busisiwe Masangane Tel: (+268) 2409 4000/ 4163, Fax: (+268) 2409 4001, Email: [busisiwe.masangane@sec.co.sz](mailto:busisiwe.masangane@sec.co.sz).
- iii) Completed RFP's should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked: **REGISTRATION OF ELECTRICAL CONTRACTORS TENDER NO.18 OF 2021/22**.

## 2. DEFINITIONS

a)	<b>EEC</b>	Eswatini Electricity Company
b)	<b>PROJECT MANAGER</b>	Employee appointed by the employer for the purpose of managing the works of the works project
c)	<b>TENDERERS</b>	Suitably qualified contractors participating in the tender for the Registration of Electrical Contractors
d)	<b>LOCAL CURRENCY</b>	Emalangen (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 deemed to be incorporated into and to 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. BACKGROUND

The Eswatini Electricity Company amongst other processes has the duty to construct electricity lines and maintain them to ensure a sustainable and reliable supply of electricity to the Kingdom of Eswatini. In its existence, EEC regulated by the ESERA (Eswatini Energy Regulatory Authority) and is certified for the following systems; ISO9001:2015, OHSAS18001:2007 and ISO14001:2015. Whilst carrying out the works in line with line construction and line maintenance standards, the contractors will also be guided on the requirements of the regulator and those of the above mentioned systems so as to assist the organisation comply at all times. Therefore, the company seeks to engage reputable and suitably qualified electrical contractors to provide the services of line construction and line maintenance.

#### **4. PURPOSE OF THE RFP**

The purpose of this exercise is to register suitable qualified Electrical Contractors to work with EEC on the distribution lines network. The project manager appointed for the purpose of this project is the Eswatini Electricity Company's Distribution Manager at the same address as above.

#### **5. OBJECTIVES OF THE RFP**

The main objective of this exercise is to allow suitably qualified service providers (electrical contractors), an opportunity to work with EEC and also allow EEC to benefit from such a relationship.

#### **6. SCOPE OF TENDER**

EEC is looking to work with suitable and capable Electrical Contractors with, preferably, a proven record of sufficiently carrying out and successfully accomplishing the following works;

1. Service Installation
2. LV Construction
3. HT Construction
4. Transformer Installation
5. LV and HT Maintenance
6. Underground cabling and switchgear installation
7. Maintenance of RMUs and minisubs

All the above listed works are to be carried out by the contractor, and will be done within the Kingdom of Eswatini, within the allocated area, on a daily basis and within the assigned contractor category by EEC.

#### **7. OBJECTIVES**

The Eswatini Electricity Company seeks to engage a suitable Electrical Contractors to carry out several of its works, within the following limits;

- i) Service Installation
- ii) LV Construction
- iii) HT Construction

- iv) Transformer Installation
- v) LV and HT Maintenance
- vi) Underground cabling and switchgear installation
- vii) Maintenance of RMUs and minisubs

## 8. EVALUATION CRITERIA

EEC shall appoint the inspections and evaluation team on her behalf.

The evaluation will be separated into two stages;

1. **Stage 1**; Checking of validity and availability of documents. Since these are mandatory, contractors are required by law to have them all.
2. **Stage 2**; Successful contractors will be taken through a technical evaluation only, there shall be no financial evaluation.

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

- Technical – **100%**
- Financial – **0%**

### i) Technical Evaluation

Technical	Description	Maximum Points %
<b>Stage 1</b>	<b>Availability and validity of documents</b>	<b>0</b>
<b>Stage 2</b>	<b>Electrical Contractors Inspections</b>	<b>100</b>
<b>Documents</b>	Mandatory/Compulsory Documents – for all categories,	15
	All Key/Qualified Personnel Required – for all categories,	10
	Industry relevance experience – From the key personnel,	10
<b>Work Tools</b>	People Protective Equipment,	10
	All Tools & Equipment	50
	Other	5
<b>Total Score for Technical Evaluation</b>		<b>100</b>
<i>Minimum Acceptable Score for Technical Evaluation</i>		<i>80</i>

\*Please refer to **Annexure 1** for the form which will guide the evaluation /inspection and part of the expected submissions.

## ii) **Financial Evaluation**

Financial proposals are **not** required for this RFP as EEC uses a Standard Rates Pricing System, which means EEC sets the price for the works carried out.

## iii) **Final Evaluation**

The weighted technical evaluation score shall give a total score for the;

- Documents submitted in **stage 2** (see **Annexure 1**),
- and Outcomes from the inspections conducted (see **Annexure 1**),

Proposal/Contractor with highest required score shall be recommended for award of contract, in the relevant category, as determined in the **Pre-Declaration Form**.

EEC will inspect and evaluate all submissions using a Quality Based Selection Model as guided by the table above.

## 9. **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;

- “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
- “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 forbidden 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.

## 10. CONTRACT AWARD

- i) Only **10 (ten)** successful tenderers who best meet the minimum required score shall be selected as the preferred tenderers 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 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.

## 11. SUBMISSION AND VALIDITY OF RFP's

- i) Submission of RFP
  - Technical proposals, **only**, shall be submitted;
    - **Documents;**
      - Submit documents as guided by the technical evaluation table above, and **Annexure 1**,
      - Fill in and submit the attached **Pre-Declaration Form**,
    - **Work tools and people protective equipment;**
      - For this part of the Tender, a physical inspection will be scheduled, communicated and carried out, refer to **Annexure 1** for guidance.
      - Please note that though the physical inspections will be communicated and scheduled, they will nevertheless take place immediately after the submissions of the RFP's closing date. It is important to remain prepared as guided by **Annexure 1**.
  - Financial proposals are **not** required as EEC uses a Standard Rates pricing system, which means EEC dictates the price.
  - The RFP's submitted should be clearly marked "**TECHNICAL**" and be sent to EEC in **ONE** sealed envelope clearly marked as follows:

**TENDER NO.18 of 2021/22**

## **REGISTRATION OF ELECTRICAL CONTRACTORS – A LIMITED TENDER**

- They must be delivered on or before the Date of Closure of Proposals to:

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

- The Closing date for submission of the RFP's is on the **29<sup>th</sup> of July 2021** at the **EEC Head Office, Mhlambanyatsi Road, Mbabane, Eswatini** no later than 12:00 pm.
- Faxed, emailed or late tenders will not be considered.
- Complete failure to submit will mean automatic exit, exclusion and expulsion from the tendering process,
- Tenderers should also provide/submit the following:
  - Proof of payment for the TENDER FEE i.e. the receipt.
- Successful tenderers will be required to sign the service level agreement/contract.
- It is 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 Submissions and inspection outcomes**

The submissions should **at least** be valid for 30 calendar days from/to the submission deadline. Inspection outcomes will be valid for 14 days from inspection date, and it's only within this period that the results maybe queried.

### **iii) Language of Tenders**

All submissions must be written in English and be submitted in 2 hard copies as guided or expected,

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a submission, a notification in writing 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.
  - No tenders may be modified after the deadline for submission of tenders.
- v) 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.sec.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.

## 12. 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:

## **COMMENCEMENT AND COMPLETION**

- i) The works project shall be commenced and operationalised on a works project basis. Subject to the terms of the agreement, this contract shall be in force for a period of 12 (twelve) months with effect from the effective date.

## **SCOPE OF WORKS**

- i) The EEC may, in any one instance or incidence of services requisitioning, include any one or more of the following service provision operations, to wit, the installation of new electric lines, the installation and or removal of any electric meters and of any other item of the Contractors electrical network infrastructure, the construction and/ or the repair and / or rehabilitation and/ or welfare maintenance of the electricity distribution network; the clearing of obstructions in, or to, or around or related to any aspects of the Employer's electricity network, whatsoever, as the Employer, shall indicate and/or direct to the Contractor, from time to time and from case to case;

## **OBLIGATIONS OF THE CONTRACTOR**

- i) The Contractor hereby undertakes to make itself, its electrical operational crew and/or staff and adequate suitable equipment available at the disposal of the

Employer, as and when its services may be required by the Employer during the execution of the works project and/or the works.

- ii) The contractor shall be required to comply with ISO 9001, 14001 and OHSAS 18000 standards in executing their duties and should maintain evidence of compliance
- iii) The Contractor shall execute the works project and / or the works in strict compliance with the EEC technical guidelines for the execution of the works project and /or the works and for the provision of services of such or a related nature and in full compliance with any and all diagrams and drawings provided to the Contractor by EEC or its representative, where applicable;
- iv) The Contractor shall ensure that all EEC construction and maintenance standards are followed in the execution of the works and/or works project. Where site conditions dictate otherwise in a given works project, no deviations shall be made without the written consent of the EEC site Supervisor;
- v) The Contractor shall construct and /or maintain a distribution line where relevant in line with the engineering standards of EEC;
- vi) The Contractor shall keep the material provided to it to utilize in execution of the works project in a careful and trustworthy manner, carefully and meticulously guarding against wastage, damage and losses thereof, including possible theft;
- vii) The Contractor shall assume responsibility and all the risks upon taking possession of the material;
- viii) The Contractor at its own cost shall be responsible for providing and sustaining effective security on the site where the materials for the construction of the line will be kept;
- ix) The Contractor shall return to the issuing Depot all materials left over and remaining at the end of the works project. Such said returns shall include scrap and residual materials remaining after the completion of the works project;
- x) If it may be proved upon investigation that the contractor or its employee have misappropriated or stolen or in any way handled recklessly any material issued for project or works, the contractor shall be suspended forthwith or have its contract terminated.

- xi) The Contractor shall ensure safety of members of the public, animals and equipment on site as the Employer shall not be held liable for any loss resulting from any omission by the Contractor;
- xii) The Contractor shall be obligated, once a month, and by the tenth day of such month, for each and every month during the currency of this Agreement, to furnish to the Employer a list of the professional electrical artisans, electrical technicians and related/ support staff and Employees that shall be on standby within the Contractor for the execution of any works project and/or works as the Employer may elect to assign to the Contractor, at any time during the following month of the Gregorian Calendar.
- xiii) The works and the works project specific services provided by Contractor to the Employer from time to time shall be provided on a works project by works project basis,

## **EQUIPMENT AND FACILITIES**

- i) In carrying out all of its obligations under the contract, the contractor binds itself to use its own equipment, machinery and facilities and the same shall be paid for by the Contractor out of its own resources. The contractor further undertakes to incur no cost to the account of the Employer in this regard, that is not already provided for in the applicable payment rates in terms of this agreement and that is not contractually occasioned in the requisitioning by the Employer of the particular works project in issue.

## **PERFORMANCE SECURITY**

The Contractor shall be obliged to procure a performance security or Guarantee in a form satisfactory to the Employer, within 30 days from the date of signature of this agreement;

- i. The performance security shall be as follows:
  - 1.1.1.1 E 100, 000.00 Category A
  - 1.1.1.2 E 70, 000.00 Category B
  - 1.1.1.3 E 50, 000.00 Category C
  - 1.1.1.4 E 10, 000.00 Category D
- ii. The cost of complying with this clause shall be borne by the Contractor;

- iii. The Performance Security shall be valid for the duration of the Contract Period;
- iv. The Performance Security shall be valid until the Contractor has executed, completed and remedied defects in the works in accordance with the Contract. No claim shall be made against the performance security after the issue of the defect liability certificate and the performance security shall be returned to the Contractor within 14 (Fourteen) days of the issue of the Defects Liability Certificate;

## **TERMS OF PAYMENT**

The Employer shall pay the Contractor for performing the works project and/or the works in terms of this agreement on the basis of the ordinary rates for services constitution the works project or any part thereof on the for a sum in money amounting to the Works Order. The payments shall be made in accordance with a schedule normal payment rates in respect of such portion of works of the works project as is has been effected during ordinary working hours and at Extra-ordinary payment rates in respect of such portion of the works project as has been executed during Extra ordinary hours.

- i) Amounts due to the Contractor shall be payable within thirty (30) days of submission of the invoice to the Project Manager.

Provided that no Additional Services or extra services and/or services performed and /or time expended outside of the agreement by the contractor or any third party prior to special agreement first being entered into by the parties in writing, confirming the need for such services, defining their scope and the payment terms and/or rates that shall be applicable thereto.

- i) When claiming payment, the Contractor shall submit an invoice to the EEC. The invoice shall be submitted together with supporting documentation, addressed to the EEC.
- ii) EEC uses Standard Rates as a pricing & payments tool, which forms part of the supporting documents when submitting the invoice,
- iii) EEC shall make payments to the Contractor within 30 days of receipt of a valid invoice.



- iv) The payment terms shall be as follows: *as guided by the Standard Rates and agreed upon with the successful contractor.*
- v) The currency of payment of the Contract shall be in Eswatini Lilangeni.

## **INSURANCE FOR LIABILITY AND INDEMNITY**

The Contractor agrees to forthwith arrange and keep in force insurance cover in respect of the execution of the works and/or the project, to an extent approved by the Employer in writing to cover potential liabilities related to the works project and the works as follows: -

- i) Public and Third Party Liability cover of not less than E200, 000.00 which cover shall be in force until the time at which all such exposure to liability shall cease.
- ii) Workman's Compensation cover to secure all its staff and employees that it shall utilize in the execution of the works and/or the works project.

## **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.

## **13. 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>>>]

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

Dear Sir/Madam

I, the undersigned, offer to participate in the **REGISTRATION OF ELECTRICAL CONTRACTORS** to the Eswatini Electricity Company in accordance with your Request for Proposal dated .... of JULY 2021 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 our Proposal is accepted, to partake in the process of Registration of Electrical Contractors, 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.18 OF 2021/22 – REGISTRATION OF ELECTRICAL CONTRACTORS – A LIMITED TENDER**

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.....