

1.0 LETTER OF INVITATION

INVITATION TO TENDER – PROCUREMENT OF VIRTUAL TRAINING EQUIPMENT TENDER NO. 42 of 2021/2022

Tenders are hereby invited from suitably qualified service providers from the Kingdom of Eswatini to supply and install virtual training Equipment at Eswatini Electricity Company (EEC).

The purpose of this RFP is to appoint a service provider to supply and install virtual training Equipment at the LCC Lecture room 1 & 2.

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 2021/2022**.

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 **Tuesday, 30th November 2021, at 12:00 Noon**. Late, incomplete, telephoned, or telegraphic tenders will **not** be considered. A compulsory tender briefing will be held on **9th November 2021, at the EEC Khanyisa House Building (Next to Manzini Police station) 2nd Floor Lecture Room 1, 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 Mr. Njabulo Vilakati Tel: (+268) 2409 4000/ 4166, Email: njabulos.vilakati@eec.co.sz/procurement@eec.co.sz Completed tenders should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked: **PROCUREMENT OF VIRTUAL TRAINING EQUIPMENT - TENDER NO. 42 of 2021/2022**

2.0 DEFINITIONS

a)	EEC	Eswatini Electricity Company
b)	PROJECT MANAGER	Employee appointed by the employer for the purpose of this project.
c)	TENDERERS	Registered service providers constructing and installing a display unit.
d)	LOCAL CURRENCY	Lilangeni (SZL).
e)	SERVICES	The work to be performed by the Service provider pursuant to this contract.
f)	PARTY	Company or the Service provider and “Parties” means both
g)	BUSINESS DAY	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 Eswatini Electricity Company is seeking services from qualified service providers to provide audio visual equipment to be used in conducting virtual training in lecture room 1 and 2 at the Learning and Conference Centre inside the Khanyisa House Building.

4.0 PURPOSE OF THE PROJECT

The objective of this proposal is to install equipment that will make it possible to conduct EEC training virtually.

5.0 OBJECTIVES OF THE PROJECT

The main objective of this project is to conduct our training virtually.

6.0 BENEFIT OF THE PROJECT

The benefits of the herein mentioned services are as follows.

- a) Two separate training sessions can be conducted at the same time.
- b) Training sessions will not be affected by the Covid-19 variants.

7.0 SCOPE OF TENDER

The Eswatini Electricity Company is Requesting for proposals from reputable service providers who will provide a solution for wireless virtual training.

7.1 OBJECTIVES

The Eswatini Electricity Company seeks to engage a suitable service provider to supply and install the virtual training equipment.

7 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The submitted request for proposal document must highlight the following information:

- i) Experience in the installation of virtual training equipment.
- ii) Three (3) references where similar work has been carried out.



8 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 service providers 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 supply and installation of Audio-visual equipment.	70
	Three (3) references where similar work has been carried out.	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 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.

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 2021/2022

PROCUREMENT OF VIRTUAL TRAINING EQUIPMENT

- 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**

- iv) The **Closing date for submission of the tenders is the Tuesday, 30th November 2021**, at the EEC Head Office, Mhlambanyatsi Road, Mbabane, Eswatini, no later than **12:00**



Noon. A compulsory tender briefing will be held **9th November 2021, at the EEC Khanyisa House Building (Next to Manzini Police station) 2nd Floor Lecture Room 1, 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 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

- If a tenderer wishes to withdraw a tender, a notification in writing is to be addressed to njabulos.vilakati@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 njabulos.vilakati@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 2. The deadline for requesting clarity will be the **19th November 2021**.
 - 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 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).

16.0 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 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 (A) Commercial Services Manager on these contacts: Mr. Njabulo Vilakati Tel: (+268) 2409 4000/ 4166, Email: njabulos.vilakati@eec.co.sz.

17.0 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.

18.0 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 supply and install virtual training equipment at the Eswatini Electricity Company Khanyisa House Building with your Request for Quote dated 05th November 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 supply and install the virtual training equipment by 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: **ITT NO. 42 of 2021/2022 PROCUREMENT OF VIRTUAL TRAINING EQUIPMENT**

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 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.....

