

REPORT TEMPLATE



<u>System:</u> Quality Management System	<u>Reference No, Revision No:</u> Q-Csv-MCc-PO-01-D-01, Rev 1	<u>Originated by:</u> Title Originator
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Energy For The Future

REQUEST FOR PROPOSAL (RFP)

RFP 004 of 2022-23

**NATURAL GAS (NG) SUPPLY TO THE KINGDOM OF
ESWATINI**

Closing Date: 27 May 2022 @ 12h00 Noon



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1. Project Rationale

The Kingdom of Eswatini relies heavily on imported electricity to meet the country's electricity needs. Internal generation accounts for approximately 30% of maximum demand and the balance is met through imports from Eskom, EDM and the SAPP market. It is therefore desirous to explore various options to reduce the over-reliance to imported electricity to achieve acceptable levels of sustainable, cost optimal security of electricity supply for the country's current and future electricity demand.

The government of the Kingdom of Eswatini through its implementation agency, the Eswatini Electricity Company (hereinafter "EEC" or "the Client"), now intends to develop a 250MW combine-cycle-gas-turbine (CCGT) power plant at Edwaleni, in the Manzini region. Preliminary study results indicate that the 250MW CCGT power plant requires firm gas supply of 30 mmscf/day to run optimally to achieve the desired 98% availability to meet the acceptable levels of firm security of supply.

However, Eswatini is a small landlocked country which does not have natural gas deposits and is required to consider alternative options for the power plant's natural gas supply. Therefore, this RFP is issued to solicit interest from reputable industry players to support the proposed Eswatini gas-to-power project through a long term, firm gas supply contract.

2. Objectives

The EEC is requesting for proposals from reputable suppliers/producers with a good track record in the supply of natural gas (NG) to enter into a gas supply agreement with the EEC for the proposed CCGT power plant to be located at Edwaleni, in the Manzini region.

The RFP seeks to (1) provide prospective suppliers with information regarding the gas plant and, (2) describe the information requested from suppliers. The information the EEC receives in this process will assist the EEC in compiling a list of suitable gas suppliers for further assessment and potential selection. The administrative and technical requirements as detailed in the RFP will apply.



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3. TERMS OF REFERENCE (TOR)**3.1 Quality Parameters**

The natural gas shall be delivered near Edwaleni II Substations in the Manzini Region. The typical heating value range is 800 to 1200 Btu per standard cubic foot. The typical specification is shown on the table below.

Component	Test Methods	Limit	Specification
Methane	ASTM D-1945	Minimum Maximum	84% mol 100% mol
Ethane	ASTM D-1945	Maximum	14% mol
Propane	ASTM D-1945	Maximum	4.5% mol
Butanes	ASTM D-1945	Maximum	2.5% mol
Pentanes +	ASTM D-1945	Maximum	0.25% mol
Nitrogen	ASTM D-1945	Maximum	1% mol
Carbon Dioxide	ASTM D-1945	Maximum	100% mol
Oxygen	ASTM D-1945	Maximum	50% mol
Hydrogen Sulphide	ASTM D-3588	Maximum	5 mg/Nm ³
Mercaptan Sulphur	ASTM D-3588	Maximum	7 mg/Nm ³
Total Sulphur (including Mercaptan)	ASTM D-3588	Maximum	30 mg/Nm ³
Mercury	ASTM D-6350	Maximum	50 µg/Nm ³
Gross Heating Value (Volume based)	ASTM D-3588	Minimum Maximum	1000 @60,60 & 14.696 psi 1180 @60,60 & 14.696 psi
Wobbe Index	ASTM D-3588	Minimum Maximum	1350 @60,60 & 14.696 psi 1445 @60,60 & 14.696 psi
LNG Density	ASTM D-3588	Minimum Maximum	420 Kg/m ³ 499 Kg/m ³



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Further to that, the supplier shall ensure that the NG is, commercially free from water, hazardous substances, hydrocarbon liquids, bacteria, and other objectionable liquids, solids, or gas components.

3.2 Type of Supply

Gas supply will be **firm and non-interruptible for the power plant demand** of 30 mmscf/day, subject only to applicable force majeure and to interruption by the EEC. EEC is open to developing Gas market in Eswatini, hence an option of additional demand when available (~15mmscf/ day). The Contract Quantity may be amended from time to time by mutual agreement of the Parties.

3.3 Gas Supply Scope

The gas shall be delivered at the flange of the battery limit of EEC power plant. The scope shall include construction of pipeline with regulating and metering station for delivering of Gas from the Supply gas source. The supply shall provide Gas supply options either by pipeline route (EEC preference or by virtual route). The virtual route scope shall include LNG molecules trucking logistics, storage, and re-gas infrastructure at the power plant site. The pipeline capacity shall include provision for additional future demand of approximately ~15mmscf/ day if available.

3.4 Gas Supply Volumes

The minimum designed capacity of the gas power plant is 30mmscf per day of NG with an option of additional demand.

3.5 Supply Conditions

The EEC supply ramp up plan shall be detailed in the Commercial Agreement. The term of commercial agreement shall be linked to the Power Purchase Agreement. The same shall be extended on mutual consent.

3.6 Supply Disruption

In the event supplies are not maintained for a continuous period or are intermittent, EEC shall be free to either suspend supplies or terminate the commercial agreement and obtain NG from other sources at supplier's risk & cost subject to Termination and Failure to supply clauses.

3.7 Pricing Proposal

The supplier's proposal should include the price, terms, and conditions under which you are willing to provide an uninterruptible supply of natural gas to Edwaleni II Substation. The pricing structure should outline NG/LNG molecule and infrastructure costs.



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4. PRE-QUALIFICATION CRITERIA

Proposals will be evaluated according to the following criteria:

- i. Supplier's qualifications/experience
- ii. Supplier's customer and industry references
- iii. Supplier's ability to provide services
- iv. Pricing
- v. Indicative Terms and conditions for supply of Gas
- vi. Commercial structure with different options (BOOT, JV) for the pipeline or Virtual infrastructure

5. ADDITIONAL TERMS AND CONDITIONS

5.1 Interested suppliers/producers must provide information demonstrating that they have the required qualification and relevant experience to perform the services. The following documents shall also be submitted along with the proposals by all the suppliers;

- i. Copies of certificate of incorporations/registrations of the gas supply companies
- ii. Audited Financial statement of last five (5) years should be submitted
- iii. Corporate profile of the firm with quality assurance plan, ISO 9001, and ISO 14001 as well as ISO 45000, Information on organizational strength (Organization structure, number of permanent professional staffs and their expertise, qualifications, and number of total staffs).

5.2 In case of proposal from a joint venture, the Joint Venture Agreement including split of work signed by both parties must be submitted along with the proposal and item 5.1 (i)

5.3 An omission to disclose material information, a factual inaccuracy, and/or misrepresentation of fact may result in the disqualification or cancellation of any subsequent contract.

5.4 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

6. Medium of Communication

All documentation submitted in response to this RFP must be in English.



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7. Evaluation Criteria

7.1 Evaluation Methodology

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 qualifying score of 70% for technical proposals. The weights to be used for the final evaluation are as follows:

- Technical – 70% Financial – 30%

7.2 Technical Evaluation

Item	Description of Criteria	Points
(i)	Prequalification {NB: This to check completeness of the submission evaluated through Yes/No} 1) Copies of certificate of incorporations/registrations of the gas supply companies 2) Audited Financial statement of last three (3) years should be submitted 3) Corporate profile of the firm with quality assurance plan, ISO 9001, and ISO 14001 as well as ISO 45000, 4) Company Profile to measure organizational strength (Organization structure, number of permanent professional staffs and their expertise, qualifications, and number of total staffs) 5) Legal and Commercial Term Sheet	0
(ii)	Specific experience of the Consultant (as a firm) relevant to the Assignment {NB: The number of points to be assigned for this criterion shall be determined considering the following three sub-criteria and relevant percentage weights}: 1) Company's experience in the Gas Supply Industry (10 years minimum)- [40%] 2) Supplier's ability to provide the services backed by customer and industry references (2 jobs minimum) - [40%] 3) Relevant experience in the region (1 job minimum) [20%] <u>ONLY JOBS SUBSTANTIATED BY REFERENCES WILL BE CONSIDERED.</u>	40
(iii)	Legal and Commercial Terms {NB: Here we assess whether the proposed term sheet is clear and responds well to the TORs, and whether proposed timelines are realistic and implementable} 1) Legal terms - [40%] - Scope, Period, Conditions Precedent, Transfer of Title/Risk, Termination, Etc. 2) Commercial Terms - [60%] - Gas demand, Quality, Delivery point, Pricing, Payment Terms, Shortfalls and Liquidated damages, Seller/Buyer Site, vi. Commercial structure with different options (BOOT, JV), etc.	60
	TOTAL	100



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7.3 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 price offer shall be given a financial score of 100 and the other proposals shall be given a financial score which is inversely proportional to the highest evaluated price.

7.4 Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award.

8. Questions Regarding RFP

Any enquiry regarding this RFP shall be submitted in writing to bongani.chauke@eec.co.sz with “**RFP for The Supply of Natural Gas**” as the subject before close of business on 19 May 2022. This RFP can be downloaded from Eswatini Electricity Company website www.eec.co.sz and the Eswatini Public Procurement Regulatory Agency www.sppra.co.sz.

9. Submission of Proposals

i) Submission of Tenders

- Completed tenders should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked as follows; **RFP 004 of 2022-23 GAS SUPPLY**.
- The Closing date for submission of the tenders is the **27 May 2022** as follows:

The Procurement Manager

RFP 004 of 2022-23 Gas Supply

Eswatini Electricity Company

Eluvatsini House, Mhlambanyatsi Road,

Mbabane, Kingdom of Eswatini

Tel: +268 2409 4000, Fax: +268 2409 4010

Email: bongani.chauke@eec.co.sz



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- Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.
- No modification or withdrawal of tenders will be allowed after the deadline for the submission of the tender.

ii) Tenderers must provide the following Eligibility documents:

- A copy of Certificate of Incorporation and Form J or Equivalent
- Certified copy of Trading License or Equivalent
- Current Original and Valid Tax Compliance Certificate
- Latest Audited Financial Statements
- Certified ID copies for Directors
- Police clearance for Company Directors or Affidavit
- Company profile
- Workmen's Compensation
- Certificate of Public Liability
- Names and Contact Details of at least three (3) reference customers
- Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent if outside Eswatini.
- Bid Security (Tender Bond) of E10 000.00 / R10 000.00 which shall be valid for three (3) months from the closing date tender.
- Proof of payment for the TENDER FEE.

iii) EEC reserves the right to accept or reject any or all RFP's with or without giving any reason whatsoever and without incurring any liability to the affected applicant(s). EEC will not be responsible for any cost of expenses incurred by the firms in connection with the preparation or delivery of the RFP.



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10. DISCLAIMER

This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, suppliers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The EEC makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the RFP shall have no liability towards the tenderer or any other party in connection therewith.

11. INSTRUCTIONS TO TENDERER

11.1.1 Employer

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

Eswatini Electricity Company P.O. Box 258 Mbabane H100 Eswatini	Eluvatsini House Mhlambanyatsi Road Mbabane Eswatini
Telephone: +268 409 4000 Facsimile: +268 409 4001	

11.1.2 Eligible Tenderers

The invitation to tender is open to suitably qualified and capable companies with a track record and financial backing to deliver works of the nature specified on the scope.

11.1.3 Subcontractors

It is a requirement that nonspecialized work be subcontracted to suitably qualified local subcontractors.



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11.1.4 Cost of Tendering

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

11.1.5 Tender Documents

11.1.5.1 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 Procurement Manager in writing, who will in turn investigate and feedback in writing.

11.1.5.2 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 Procurement Manager on the true intent and meaning of the Tender documents as EEC cannot be held liable for the additional cost of extra work that may be caused as a result thereof.

11.1.5.3 Clarification of Tender Document

A prospective Tender requiring any clarification of the Tender Documents may notify the Procurement Manager in writing. The Procurement Manager will respond in writing to any request for clarification of the Tender Documents, which it receives no later than one week prior to the deadline for submission of Tenders. Written copies of the Procurement Manager's response, including an explanation of the query but without identifying the source of the inquiry will be sent to all prospective Tenderers who have received the Tender Document.

11.1.5.4 Amendment of Tender Document

At any time prior to the deadline for submission of Tenders, EEC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by amendment. If this modification occurs later than one week before the deadline for the submission Tenders, EEC 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.

The amendment will be notified in writing to all prospective Tenderers, which have received the Tender Document and will be binding to all parties.



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11.1.5.5 Tender Documents and Ownership

The Tender Documents which have been made available to Tenderers remains the property of the EEC and shall not be used in any other way other than that related to the company's tender process.

11.1.5.6 Documents Confidential

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

11.1.6 Preparation of Tenders

11.1.6.1 Language of Tender

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

11.1.6.2 Tender Site Meeting

A pre-tender site meeting and site visit is not required for this tender.

11.1.6.3 Tender Prices

Tenders shall quote for the facilities on a "single responsibility" basis such that the total Tender Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect to the design, manufacture, including procurement and subcontracting if any, delivery, construction, installation, and completion of the facilities. This includes all requirements under the Contractor's responsibility for testing, pre-commissioning, and commissioning of the facilities and, where so required by the Tender Documents, the acquisition of all permits, approvals, and licenses, etc., training services 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 Employer when executed and shall be deemed to be covered by the prices for other items.

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 6 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**.

Tenderers shall give a breakdown of the prices in a format similar to the one provided.

Plant and equipment to be supplied from abroad shall be quoted on **CIP** to site basis. The term CIP is described in the current edition of Incoterms.



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Installation Services shall include rates or prices for all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provisions of operations and maintenance manuals, training etc., where identified in the Tender Documents, as necessary for proper execution of Installation Services, including all taxes, duties, levies and charges payable in the Employer's country as of 7 (seven) days prior to the deadline of submission of Tenders.

Recommended spare parts shall be quoted separately and **not included** in the Grand Summary.

Prices quoted by the Tender shall be **FIXED** for the duration of the Contract and will not be subject to the adjustments for change in cost. **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

Applicable rates of exchange as determined by the Central Bank of Eswatini on the date of the Tender closure will be applicable for the duration of the Contract. Tenderers will be responsible for acquiring forward cover against the exchange rates fluctuations. **NO** adjustments for the changes in cost will be accepted for the duration of the Contract. The Contractor shall submit proof of forward cover on the relevant portions of the Contract within 28 days after award of Contract.

All taxes including VAT, levies, and custom duties etc., as applicable to the Works and determined 7 (seven) 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.

The Tenderer, if registered in Eswatini, is liable for all taxes applicable in the country in connection with the execution of the Contract. The Tenderer, if not registered in Eswatini, is liable only to **15 (fifteen) percent Withholding Tax** in line with the Income Tax Act Directive on non-resident Contractors/Suppliers.

11.1.6.4 Tender Currencies

Tender prices shall be quoted in Emalangeni (SZL) or South African Rand (ZAR).

The point of payment will be Eswatini.

11.1.6.5 Tender Security

Tender security deposit is not required for this tender.

11.1.6.6 Period of Validity

The Tender shall remain valid for **90** (ninety) days after the Tender closing date. A Tender valid for a shorter period shall be **rejected** by the EEC as being non-responsive.



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In exceptional circumstances EEC may solicit the Tenderer's consent to an extension of the Tender validity period. The request and responses thereto shall be made in writing. 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.

11.1.6.7 Format and Signing of Tender

The Tender shall prepare one copy 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.

The original copy of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or person(s) duly authorized to bind the Tenderer to the Contract. The latter authorization 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 initialed by the person or persons signing the Tender.

The Tender Proposal shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Tender.

11.1.7 Submission of Tenders

11.1.7.1 Sealing and Marking

The envelopes shall then be sealed in an outer envelope. This should be done for the technical proposal and financial proposal, i.e., the technical and financial should be in separate envelopes.

The inner and outer envelopes shall:

Be addressed to EEC at the address given, and

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.

If the outer envelope is not sealed and marked as requested, then the Employer will assume no responsibility for the Tender's misplacement or premature opening. If the outer envelope discloses the identity of the Tenderer, the Employer will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.

11.1.7.2 Deadline for Submission of Tenders

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

The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Employer and Tenderers will thereafter be subject to the deadline as extended.



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11.1.7.3 Late Tenders

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

11.1.7.4 Modification and Withdrawal from Tenders

The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for Tender submission.

The Tenderer's modifications shall be prepared, sealed, marked, and dispatched as follows:

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."

A Tenderer wishing to withdraw its Tender shall notify the Employer in writing prior to the deadline prescribed for Tender submission.

The notice of withdrawal shall:

Be addressed to the Employer at the address specified, and

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.

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.

11.1.8 Tender Opening and Evaluation

11.1.8.1 Opening of Tender by Employer

The Employer 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.

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.



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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 Employer may consider appropriate, will be announced by the Employer at the opening.

Subsequently, all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.

No Tender shall be rejected at Tender opening except for late Tenders

The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present.

Tenders not opened and read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

11.1.8.2 Clarification of Tenders

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

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.

11.1.8.3 Preliminary Examination of Tenders

The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

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.

Prior to the detailed evaluation, the Employer will determine whether each Tender is of acceptable quality, is complete and substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all terms, conditions, and specifications of the bidding documents without material deviations and objections, conditionalities or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights, or successful Tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive.



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

11.1.8.4 Contacting the Employer

From the time of the tender opening to the time of Contract award, if any Tenderer wishes to contact the employer on any matter related to its Tender, it should do so in writing.

Any effort by a Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in rejection of the Tenderer's Tender.

11.1.9 Award of Contract

11.1.9.1 Award Criteria

The Employer may award the contract to the Tenderer whose Tender has been determined to be substantially responsive and provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Employer is not bound to accept the lowest Tender or any at all and no reasons will be given for non-acceptance of Tender.

11.1.9.2 Employer's Right to Accept Any Tender and to Reject Any or All Tenders

The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

11.1.9.3 Employer's Right to Vary Quantities at Time of Award

The Employer reserves the right at the time of award of Contract to increase or decrease the quantities of goods and services up to 25% of the Total Tender Price without any change in unit prices, Preliminary and General cost, or other terms and conditions.

11.1.9.4 Pre-Award Negotiations

Prior to the expiry of the period of Tender Validity, the Employer will invite the successful Tenderer to his office for Contract negotiations.

The successful conclusion of the Contract Negotiations will constitute the formation of the Contract.

The Employer shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.

Upon the successful Tenderer's furnishing of a Performance Security the Employer will promptly notify each unsuccessful Tenderer and will discharge its Tender Security.



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11.1.9.5 Signing the Contract Agreement

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

Within 28 (twenty-eight) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

11.1.9.6 Performance Security

Within 28 (twenty-eight) days after successfully concluding the Contact negotiation, the successful Tenderer shall furnish the Performance Security in the amount of 10% (ten percent) of the accepted Contract Amount and in the form provided in the Tender Documents or in another form acceptable to the Employer.

Failure of the successful Tenderer to comply shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Employer may make the award to the next most advantageous evaluated Tenderer or call for new Tenders.

11.1.10 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.

11.1.11 Intention to Award

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in this tender document. The contract award decision shall be taken by the appropriate approvals' authority, but the award decision does not constitute a contract. Following the contract award decision, EEC will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders and, where appropriate, by email; and will be Published on the Eswatini Public Procurement Regulatory Agency website. EEC will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded. The contract will be awarded following negotiations. After negotiations are completed, EEC will promptly notify, in writing, other suppliers on the shortlist that they were unsuccessful.



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12 TENDER FORM

Date

Tender No. RFP 004 of 2022-23

To:

**Eswatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane
Kingdom of Eswatini**

Having examined the tendering documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the works of at in conformity with the said tendering documents for the sum of and at the rates indicated in the Pricing Form and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the requirements of the specifications forming part of this contract.

We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

_____ [signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of _____



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13 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:

.....
Tenderers Stamp



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14 DATA SHEET

1	Eligibility criteria	<p>All required documentation and information highlighted below has been submitted.</p> <ol style="list-style-type: none"> i. Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body. ii. Certified copy of Valid Trading License or equivalent. iii. Original and Valid Tax Compliance Certificate or equivalent. iv. Certified copy of VAT Registration Certificate or equivalent. v. Police Clearance for Directors or Affidavit vi. Certified copy of Labour Compliance Certificate or equivalent vii. Latest audited financial statements. viii. Tender Security / Bond of E10 000.00 or R10 000.00 ix. Proof of ENPF Compliance Certificate or equivalent if outside Eswatini x. Receipt for Purchase of Tender Document <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	A compulsory pre-tender site meeting will not be available.
4	Validity	The tender shall be valid for 90 days from the submission/closing date. A tender with less than 90 days validity will be deemed non-responsive.
5	Prices	Quoted prices must be in the local currency (Emalangeni) and should include all relevant levies and taxes. A filled in bill incorporating the entire tender scope in similar format to the provided template should be provided. The prices should be fixed and firm for the duration of



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		the contract, and where there are foreign currencies involved, forward cover should be catered for.
6	Documents comprising the tender	<p>The documentation required for this tender are:</p> <p>Document 1:</p> <p>1. Technical Proposal</p> <p>Document 2</p> <p>1. Financial Proposal and tender validity</p> <p>NB: Only one copy of each is required from the tenderer</p>
7	Tenderer's request for clarification	Clarification can be submitted until the 19 th of May 2022
8	Tender Bids submission venue	<p>The location for the submission of tenders' bids is at the EEC Head Office Reception area.</p> <p>EEC Headquarters Eluvatsini House, Emvakwelitje, P.O. Box 258 Mbabane</p>
	Submission Deadline	<p>The envelope of both the financial and technical proposals must be hand delivered at the above address.</p> <p>Sealed envelopes clearly marked, "RFP 004 OF 2022/23, GAS SUPPLY", Eswatini Electricity Company, Eluvatsini House, Mhlambanyatsi Road.</p> <p>Submission Deadline: No later than 1200 hours on 27th of May 2022.</p> <p>Document should be submitted with proof of payment of E1 000.00 for tender documentation.</p>
	Banking Details	<p>First National Bank Account No.: 62154679735 Branch Code: 281064 Branch: Mbabane</p> <p>Standard Bank Eswatini Account No.: 9110003236261 Branch Code: 663164 Branch: Swazi Plaza</p>



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		Nedbank Eswatini Account No.: 020000286843 Branch Code: 360164 Branch: Mbabane Eswatini Bank Swaziland savings and Development Bank Account: 77400901743 Branch Code: 770001 Branch: Mbabane
9	Tender opening	Tenders will be opened at 12 noon on the 27 th of May 2022, at the same submission address.
10	Evaluation of tenders	The evaluation criteria is detailed in the Evaluation Criteria section of the tender document.

