



ESWATINI ELECTRICITY COMPANY

REQUEST FOR TENDER

RFT 017 of 2024/2025

SUPPLY & DELIVERY OF STEEL MONOPOLES

CLOSING DATE – 13 FEBRUARY 2025 @ 11h00

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1.0 LETTER OF INVITATION

INVITATION TO TENDER

RFT 017 OF 2024/2025 SUPPLY & DELIVERY OF STEEL MONOPOLES

Tenders are hereby invited from qualified suppliers and manufactures to submit bids for the supply and delivery of steel Monopoles to EEC sites.

- i) The Closing date for submission of tenders is **13 FEBRUARY 2025, at 11h00**. Faxed, e-mailed and late tenders will not be accepted.
- ii) All enquiries relating to this tender may be addressed to Mr. Bongani Chauke bongani.chauke@eec.co.sz 7 days prior to the submission deadline. Completed tenders should be delivered in a sealed envelope and deposited to the tender box at the EEC Head Office Reception clearly marked: “**RFT 017 of 2024/2025 Supply and Delivery of Steel Monopoles**”.
- iii) The Tender submitted by each Bidder shall be one package, containing Technical Tender and the Financials, the Bidders shall provide **1 original and 2 copies**.
- iv) Payments for the tender fee should be made to any of the EEC BANK ACCOUNTS listed in the table below or any of the **EEC REVENUE OFFICES**. Documents should be submitted with proof of payment of **E1,000.00** tender fee. The payment REFERENCE should be **RFT 017 of 2024/2025**.

Name	Bank Name	Account Number	Branch Code	Branch
Eswatini Electricity Company	Standard bank	9110003236261	663164	Swazi Plaza
Eswatini Electricity Company	Nedbank	020000286843	360164	Mbabane
Eswatini Electricity Company	First National Bank	62154679735	280164	Mbabane

NB: All banks are in Eswatini.

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2.0 DEFINITIONS

a)	EEC	Eswatini Electricity Company
b)	TENDERERS	Vendors submitting proposals in response to this tender
c)	LOCAL CURRENCY	Lilangeni (SZL).
d)	SERVICES	The work to be performed by the Service provider pursuant to this Contract
e)	PARTY	Company or the Service provider, as the case may be, and “Parties” means both of them
f)	PROCURING ENTITY	Eswatini Electricity Company
g)	BUSINESS DAY	Any day of the week other than Saturdays, Sundays, or public holidays in Eswatini

3.0 BACKGROUND

The Eswatini Electricity Company is a power utility whose mandate is to generate, transmit and distribute and supply electricity in the Kingdom of Eswatini. The company generates about thirty percent (30%) of the local power requirements and imports the rest from South Africa, the Republic of Mozambique as well as sources from the Southern African Power Pool (SAPP) markets. The Company currently employs about seven hundred (700) employees, all deployed in across the twenty-one (21) points of representation in the country.

4.0 PURPOSE AND OBJECTIVE OF THE TENDER

The main purpose and objective of this tender is to identify and engage a reputable and suppliers and manufactures for the supply and delivery of steel monopoles and accessories.

5.0 SCOPE / SPECIFICATIONS OF TENDER

Bidders are required to tender for the supply and delivery of material in the below lots as per the detailed specifications. Bidders are allowed to tender for more than one (1) LOT:

5.1 Lot A

ITEM	MONOPOLE DISCRPTION	QUANTITY
1.	Planted 66kv single circuit suspension steel monopole 37kn, 23kn tip load, 22m, comes with perching brackets	80
2.	Planted 66kv double circuit suspension steel monopole 37kn, 23kn tip load, 22m, comes with perching brackets	14
3.	Planted 66/11kv triple circuit suspension steel monopole 43kn, 23kn tip load, 22m, comes with perching brackets	8
4.	Planted 66kv dual circuit suspension steel monopole 37kn, 23kn tip load, 22m, comes with perching brackets	22
5.	Planted 66kv single circuit strain steel monopole 37kn, 23kn tip load, 23.5m, 0 - 90°, stayed strain	46

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6.	Planted 66kv single circuit strain steel monopole 37kn, 23kn tip load, 21m, 0 - 90°, stayed strain	6
7.	Planted 66/11kv dual circuit strain steel monopole 43kn, 23.5m, 0 - 90°, stayed strain	22
8.	Planted 66kv fsd single circuit strain steel monopole 43kn, 22m, free standing	4
9.	Planted 66kv strain single circuit t2ha steel monopole 37kn, 23kn tip load, 13m, 0 - 90°	2
10.	Removable steps	151
11.	Factory acceptance tests	4 personnel
12.	Steel monopoles bee plugs for all poles	202 POLES
13.	100g galvanise patch packets	20
14.	Steel monopoles earthing strap	162
15.	Delivery to Eswatini (26°06'17.8"s 31°55'26.6"e), tambankulu, 157km from oshoek border post. Trucks must include offloading cranes on site.	

5.2 Lot B

STRUCTURES				
ID	MONOPOLE DISCRIPTION	TYPE	QUANTITY	HEIGHT
1	14m Steel Pole 17kN Hare	Suspension	53	14M
2	Double Circuit -14m Steel Pole 23kN Hare	Suspension	10	14M
3	Stayed Angle - 0-90° - 14m Steel Pole 17kN Hare	Strain	66	14M
4	13m H-Frame Steel Pole 17kN stayed designed to attach Transformer	Terminal	7	14M
5	14m H-Frame Steel Pole 17kN designed to hold a Gang link Isolator	Terminal	4	14M
6	Double Circuit Self Supporting - 0-90° - 14m Steel Pole 17kN	Strain	7	14M
7	14m Steel Pole 17kN designed for Underground Terminal Structure with Fused attachments	Terminal	22	14M
8	14m Steel Pole 17kN Single structure with Transformer and Combi Unit design attachment	Terminal	4	14M
9	14m Steel Pole 17kN Single structure Gang link Isolator design attachment	Strain	7	14M
TOTAL			180	
Additional Note:				
1. all structures to have a lug for an ABC cable hock at 1.2 meter below the bottom conductor.				
2. Structure to have Cleats for removable steps				

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<ul style="list-style-type: none"> 3. Line T-OFF lugs on all Terminal and tension structure 4. Cap Plate and top plate with Earth wire bracket on suspensions and Cap plate and lightning spike for tension, stains to be provided. 5. All structures to have at least 700m bitumen painted area from ground level 	

OTHER ITEMS		
ITEM	DESCRIPTION	QUANTITY
1	Factory Acceptance Tests	4 personnel
2	Steel Monopoles Bee Plugs For All Poles	180
3	100g Galvanise Patch Packets	20
4	Steel Monopoles Earthing Strap	180
5	Delivery To Eswatini (-26.515221,31.285637) Matsapha Mkikomo, 60km From Oshoek Border Post. Trucks Must Include Offloading Cranes On Site.	

6.0 TECHNICAL SPECIFICATION

6.1 Structural Steel

The following standards are applicable:

1. Structural Steel [Sub-clause 3.1.1 - SANS 1200H].
 - 1.1. Where-ever, in sub-clause 3.1.1 (or anywhere else in SANS 1200 H), reference is made to BS 4360, the same shall be replaced with EN 10025:2004.
2. All structural steel shall consist of either hot rolled steel sections of grade 300W (as governed by EN 10025:2004) or of cold formed hollow sections complying with the requirements of SANS 1200 H.
3. SANS 10162-1:2005: The structural use of steel — Part 1: Limit-states design of hot rolled steelwork.
4. SANS 10162-2:2001: The structural use of steel — Part 2: Limit-states design of cold-formed steelwork.
5. SANS 10162:2011: The structural use of steel — Part 3: Allowable stress design steelwork.

6.2 Bolts, Nuts, Steel Crossarm and Washers

All non-strain bearing metal parts shall be secured by means of bolts and nuts with minimum diameter shall be 12mm. All bolts, nuts and screw threads and galvanizing shall comply with the relevant IEC standards unless otherwise approved. Bolts and nuts shall be of steel with

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hexagonal heads. The nuts of all bolts for attaching to the tower plates, brackets or angles supporting insulator sets or droppers to earth conductor clamps shall be locked by approved means.

No screwed threads shall form part of the shearing plane between members. Unless otherwise approved, all bolts and screwed rods shall be galvanized including the threaded portions; all nuts shall be galvanized with the exception of the threads, which shall be greased. When in position all bolts or screwed rods shall project through corresponding nuts, but such projection shall not exceed the diameter of the actual bolt. Where different grades of steel are used, bolts of any given diameter and length shall be the same of steel.

7.0 DRAWINGS AND SHOP DETAILS

7.1 The drawings of the steel structures provided by the Engineer are conceptual and based on typical structures required for this project and are not intended to be design drawings. The Contractor shall base the required structures for this project on these drawings.

7.2 It is required of the Contractor to provide shop details Drawings.

7.3 The Engineer shall approve structural steel drawings before any manufacturing.

8.0 FABRICATION

8.1 Structural Hollow Sections

Substitute clause 5.2.6 of SABS 1200H with the following:

1. All structural hollow sections shall be left completely open on both sides so that, during the hot-dip galvanize corrosion protection process, the hot-dip galvanize material can drain freely from such sections.

During the manufacturing process, the year of manufacture as well as the manufacturer's name must be imbedded onto the surface of the pole at a height of 1.5m above final ground level.

8.2 Welding

1. All welding shall be so finished off that no burring, flux trapping or porosity is evident.
2. Welding shall be so executed as to provide a smooth surface for receiving a hot dip galvanise treatment.

8.3 Test Certificates

The Contractor shall supply the Engineer with the following test certificates:

1. Certificates, issued by the Contractor's Quality Assurance Division, stating that all manufactured components were inspected and measured to conform to the requirements of the Drawings and Specifications, before shipment to receive Hot-dip Galvanized treatment.
2. Costs relating to inspections and issuing of certificates as described above shall be included in the unit rates for the structures.

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9.0 CORROSION PROTECTION OF STRUCTURAL STEEL

9.1 Coating System

The coating system shall be as follows:

1. Structural steel shall be Aluminium killed. Protective coating shall be a single coat of 100-micron minimum thickness Hot-dip Galvanize. No double-dipping allowed. Hot dip galvanizing shall be carried out by a SABS approved institution. Hot-dip galvanized surfaces shall be fully passivized. All reasonable care shall be taken to ensure final HDG surfaces of even color, texture and appearance.

9.2 Repair of Damaged Coatings

Only special solder repair methods of SABS 1200 HC and SANS 935:2007 and as approved by the Engineer, shall be acceptable for repairing unavoidable damage to HDG coatings. The approval by the Engineer shall not relieve the Contractor of this responsibility. No drilling of coated numbers will be permitted after galvanizing treatment as specified has been completed.

9.3 Schedule Items

9.3.1 Surface Dressing and Repairs at Place of Fabrication

The inspections, testing and testing documentation which shall be supplied by the Contractor and the cost of which shall be included, shall be as follows:

1. The weld inspections and certificates required in terms of sub-clause reference.
2. All testing and certificates required in terms of sub-clause 7.3.4 of SANS 1200 HC (SANS 935:2007), pertaining to compliance with specifications regarding surface preparation, procedure of application and eventual thickness, quality and integrity of the HDG coating.

These tests and certificates shall likewise be performed and issued by a qualified representative of the SANS.

9.3.2 Compact Mono Poles

The following standards are applicable:

1. SANS10280 Code of Practice for overhead Power Lines
2. SANS 10280 Transmission line and Line Construction.
3. SANS 10280, Loading and strength of overhead transmission lines.
4. BS EN 60652:2004, Loading tests on overhead lines tower (BS 7733) (IEC 60826).
5. SANS 10280, Code of practice for overhead power lines for conditions prevailing in South Africa.

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10.0 GENERAL DESIGN PHILOSOPHY

The design criteria for all structures shall be including the following:

The design criteria for all structures shall be including the following:

- 10.1 The structures shall be planted in concrete foundations at a planting depth necessary to support the design working load of each type and size of pole, with a minimum depth of 2.4m in normal ground conditions.
- 10.2 Structures and components shall be designed for Hare conductors in a double circuit and dual circuit formation. The structures should be designed to cater for the working loads that are likely to come onto the structures during construction as well as during operation. The structures shall withstand and counteract all forces due to the positioning of the attachments for conductors. The highest attachment shall be 600mm below the top of the structure.
- 10.3 Both terminal structures and angle strain structures shall be capable of withstanding broken wire conditions to prevent cascading failure of the line. An inline (0° deviation) strain structure shall be positioned to prevent cascading failure of the line in the event of broken wire conditions.
- 10.4 The Factor of Safety (FOS) shall be not less than 2.5 on calculated strength and 2.2 on type tested breaking strength for steel poles and 3.5 on calculated strength and 2.4 on type tested breaking strength for reinforced concrete spun poles.
- 10.5 The average permanent load shall be 40% of the safe working load excluding factors of safety or overload factors.
- 10.6 The ultimate moment capacity in the longitudinal direction should be at least one quarter of that in the transverse direction.
- 10.7 Environmental interactions shall be considered for the design of a pole. A bird perch is to be added to all mono poles at intermediate positions. The perching bracket shall be designed such that it can be removed or attached independently without influencing any other hardware. The design of the perch bracket to be presented to the Engineer for approval before manufacturing or installation commences.
- 10.8 Strain structures shall withstand strain on either side of the structure and terminal structures on one side for temperature variations of -5°C to 60°C .

11.0 STEEL STRUCTURES

All Structures shall be hot dipped galvanized in accordance with SANS 935:2007. All steel sections shall be galvanized to A1 class and heavy-duty applications. All steel sections shall fit tightly after galvanizing and shall be able to withstand the required ultimate tested loads.

Structures to be used either within 100km from the coast, or in aggressive soil conditions or in high pollution areas shall be treated with an additional epoxy coating over the galvanizing. This coating shall be applied from 200mm above the ground level to 500mm below ground level. The epoxy coating to be applied to the pole shall be approved by the Engineer.

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Structural steel will be to the standards and specification as stated elsewhere in this specification. An earthing lug shall form an integral part of the pole. The earthing lug shall be installed for the ferrule to be 200mm above the finished ground level after the pole is planted.

Connection of the Galvanized steel earthing lug to the copper earthing strap will be done with bimetal ferrules/plating or Exothermic (CAD or similar) welding. The earth lug and ferrule will only be enclosed in the final concrete cap covering the foundation after all installations and testing of the pole earthing is completed and verified by the Engineer.

12.0 LADDERS/CLIMBING SYSTEM

It is required that access to the top of the pole will be by means of a climbing cleats system. It is required that access to the top of the pole will be by means of a climbing cleats system. The climbing system shall start at approximately 9m above finished ground level. The lower portion shall be accessed by means of a standard ladder to prevent unauthorised persons climbing the structures.

Climbing steps of the system shall be spaced such that the climber has a comfortable climbing path. The design of the climbing system to be presented to the Engineer for approval before manufacturing or installation commences.

13.0 DIMENSIONS AND REINFORCEMENTS

The cross-sectional dimensions and the details of re-stressing wires should conform to the particulars given in the schedules. Holes should be provided for attachment of all fixtures as per the Contractor's design submission. Additional holes should be provided below the normal position, to permit mounting of additional equipment at 0.3m, 0.6m and 0.9m below the normal height.

The permissible tolerances on the structure dimension shall be as follows:

1. ± 15 mm on the overall length of the pole
2. ± 4 mm on the cross section
3. The overall straightness of the structure (excluding thermal influences) shall be 0.1% (h/1000).

14.0 STRUCTURE SIGNS

All structures shall have data indented into the pole with the following information:

1. Manufacturer's name or trademark
2. Date of manufacture
3. Rated height in m and rated strength in kN
4. Structure serial number – consistent with batch, design and manufacturing data records.

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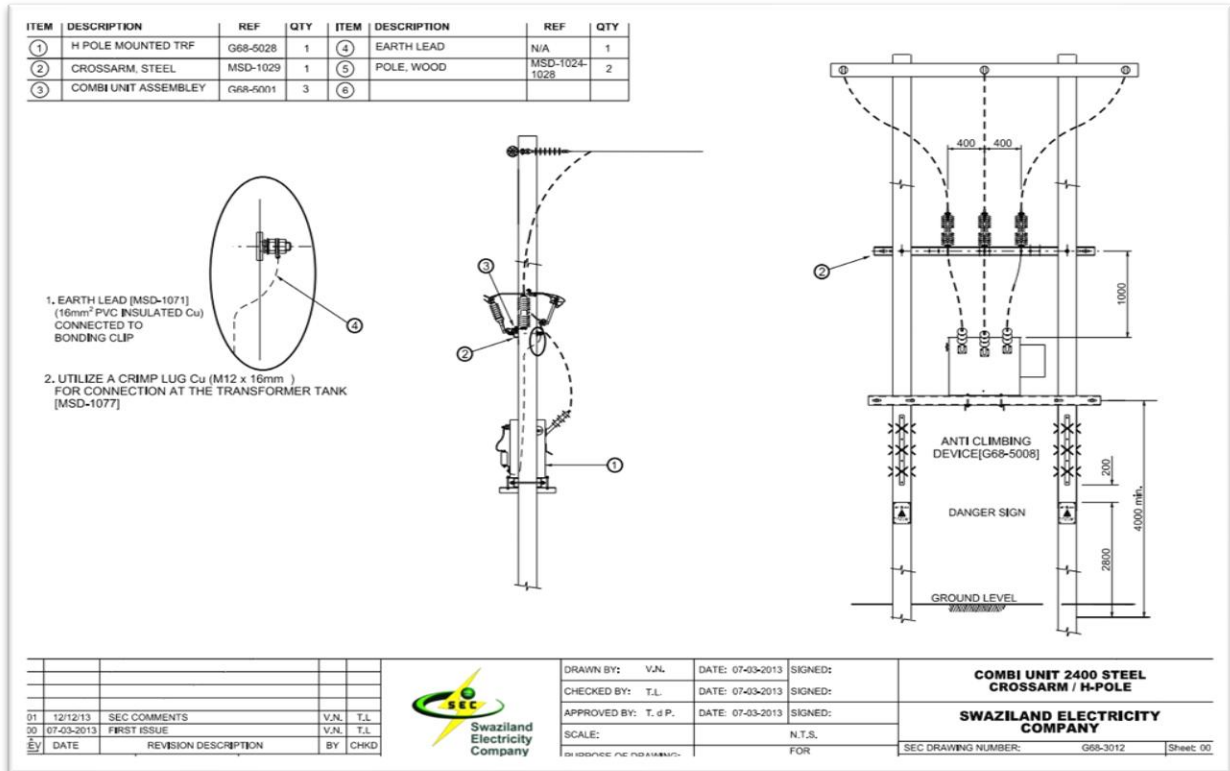


15.0 TESTING, INSPECTION, SAMPLING AND CONFORMITY

15.1 Destruction Type Tests

No destruction type tests are required for this project. However, certified copies of recent destruction type test shall be provided for approval by the Engineer.

TYPICAL DRAWINGS



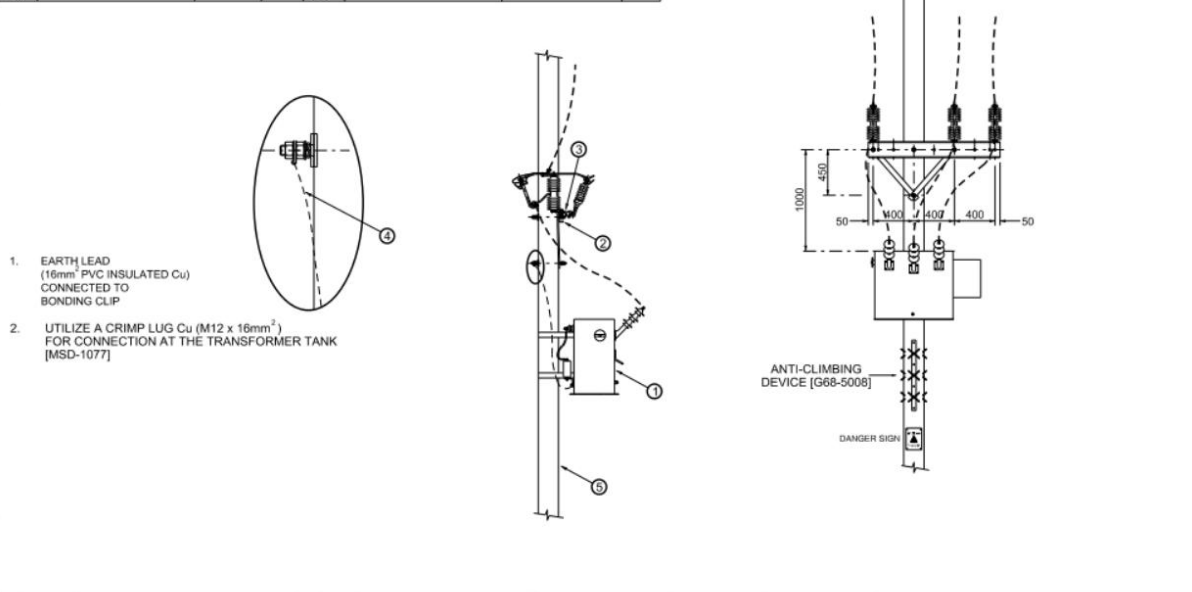
13m H-Frame Steel Pole 17kN stayed designed to attach Transformer and combi unit

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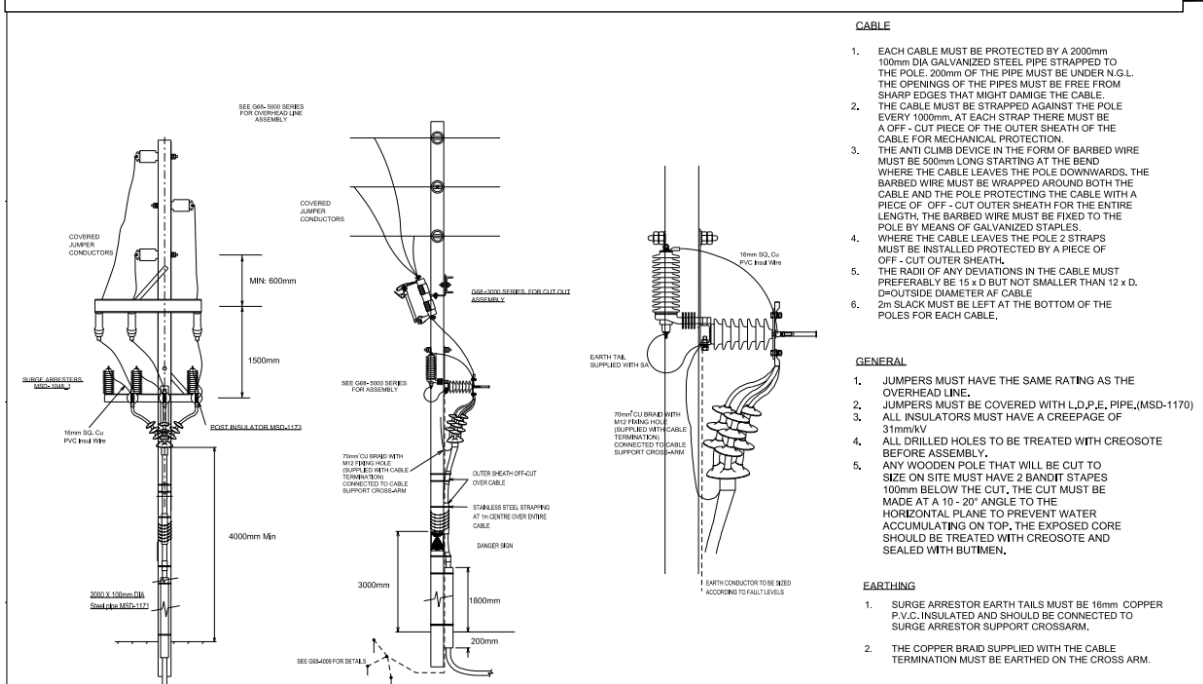


ITEM	DESCRIPTION	REF	QTY	ITEM	DESCRIPTION	REF	QTY
①	SINGLE POLE MOUNTED TRF	G68-5002	1	④	EARTH LEAD	MSD-1071	1
②	CROSSARM, WOOD	MSD-1027	1	⑤	POLE, WOOD	MSD-1024/25/26/27/28	1
③	COMBI UNIT ASSEMBLY	G68-5001	3	⑥			



DRAWN BY: V.N.		DATE: 16-04-2013	SIGNED:	MV EQUIPMENT LINKS COMBI UNIT 1.3M STEEL CROSSARM / SINGLE POLE SWAZILAND ELECTRICITY COMPANY SEC DRAWING NUMBER: G68-3013 Sheet: 00 CLIENT DRAWING NUMBER: Rev: 01
CHECKED BY: T.L.		DATE: 16-04-2013	SIGNED:	
APPROVED BY: T. d.P.		DATE: 16-04-2013	SIGNED:	
SCALE: N.T.S.		FOR FIRST ISSUE		
PURPOSE OF DRAWING:				

14m Steel Pole 17kN Single structure with Transformer and Combi Unit design attachment



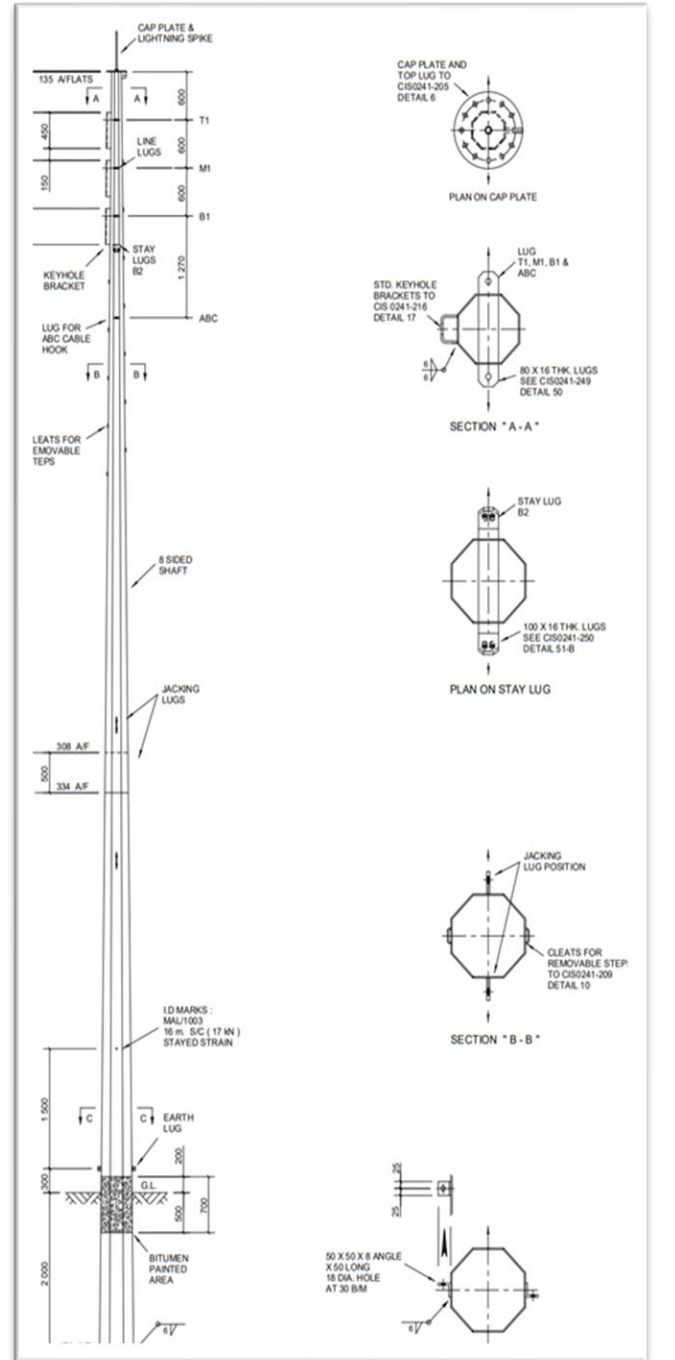
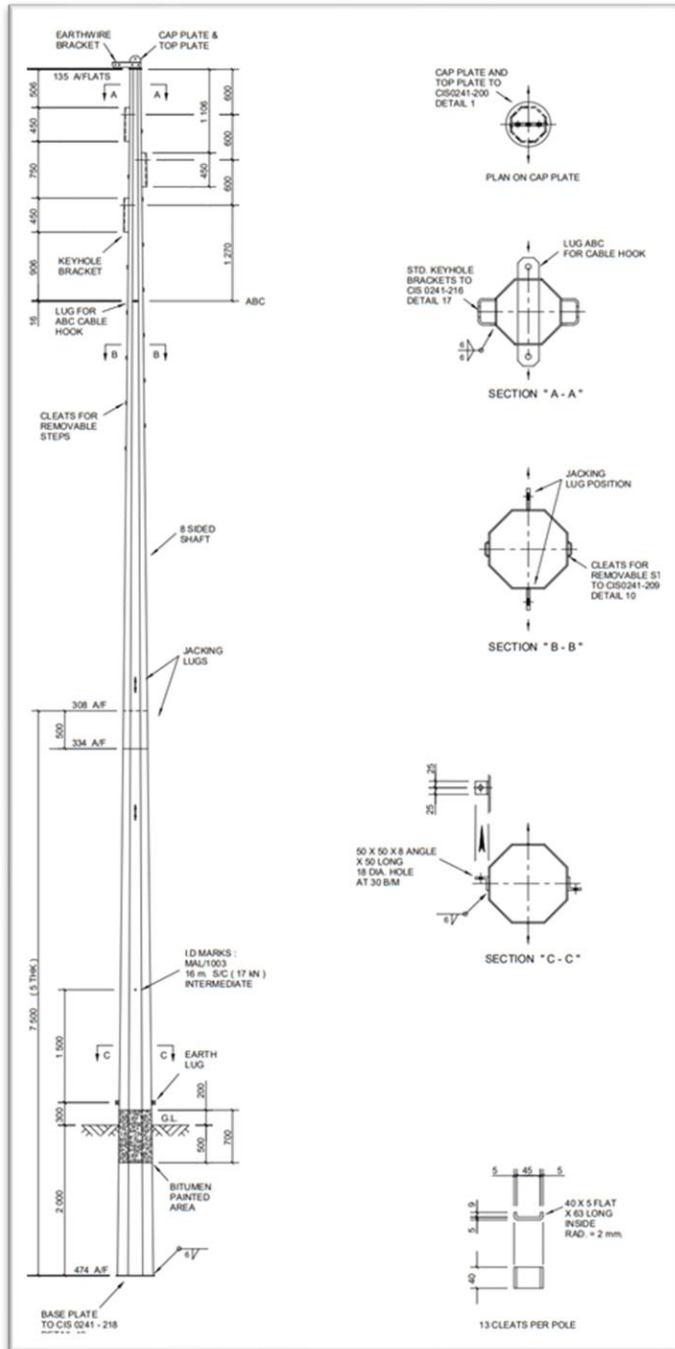
DRAWN BY: M.v.N.		DATE: 12-04-2013	SIGNED:	GENERAL ARRANGEMENT MV CABLE TERMINATION SINGLE POLE - FUSED SWAZILAND ELECTRICITY COMPANY SEC DRAWING NUMBER: G68-8013 Sheet: 00 CLIENT DRAWING NUMBER: Rev: 00
CHECKED BY: T.L.		DATE: 12-04-2013	SIGNED:	
APPROVED BY:		DATE: 12-04-2013	SIGNED:	
SCALE: N.T.S.		FOR FIRST ISSUE		
PURPOSE OF DRAWING:				

14m Steel Pole 17kN designed for Underground Terminal Structure with Fused attachments

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17Kn tip load Suspension Structure with ABC hook

Strain Structure with ABC hook

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16.0 TENDER EVALUATION CRITERIA

The evaluation will apply the Least-Cost Based Selection Model, which complies with the specifications and condition of this tender and a supplier which is financially healthy and have previous experience supplying the relevant equipment.

The following criteria shall be followed:

Stage 1 Preliminary Evaluation

A preliminary evaluation will be undertaken to determine compliance on whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (Yes or No) will be used when evaluating the submission of eligibility documents. A bidder who fails to submit the documents as required may be disqualified from further evaluation.

Stage 2 Technical Evaluation

The technical evaluation will be undertaken to compare each tender to the technical specification on section 5 & 6 of the tender document. A binary approach (Pass or Fail) will be used when evaluating whether the tenders are responsive to the specifications. Bidders who pass the technical evaluation criteria will be qualify for price comparison.

Stage 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. Bids will be ranked from lowest to highest amount.
- The bid with the lowest evaluated price per lot shall be the best evaluated bid and shall be recommended for award of the supply contract.

17.0 ELIGIBILITY OF TENDERS

Suppliers and manufactures who with previous experience supplying the relevant material. The EEC requires that tenderers observe the highest standard of ethics during the procurement process and execution of supply contract. 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

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competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being block-listed 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 EEC determines that the Tenderer, or any person acting on his behalf, has offered, promised, or given a bribe, gift or other inducements 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:

- It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task.
- 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.
- It has a qualified and experienced team assigned for the work under this tender.

18.0 CONTRACT AWARD

- i) The tender with the lowest evaluated price per LOT shall be recommended for award for the supply of steel monopoles. Approval of award and of contract does not constitute a contract award.
- ii) An intention to award notice shall be issued, the notice shall allow for a notice period of at least 10 working days from the dispatch of the notice before the award of the contract.
- iii) Successful tenderers will be given a purchase order.
- iv) 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 tenderers.

19.0 SUBMISSION AND VALIDITY OF TENDERS

- 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; **RFT 017 of 2024/2025 Supply and delivery of steel Monopoles.**

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- The Closing date for submission of the tenders is the **13 FEBRUARY 2025** at the EEC **Head Office, Mhlambanyatsi Road, Mbabane, Eswatini** no later than **11h00**.
- 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) Validity of Tenders

Tenders shall be valid for a period of ninety (90) days from the submission deadline.

iii) Language of Tenders

All bids must be written in English language and be submitted in 3 hard copies (i.e., one original and two copies). Mark clearly on the front page to differentiate original from copies.

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a tender, a notification in writing must be addressed to bongani.chauke@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 or modified in the interval between the 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 bongani.chauke@eec.co.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.
- v) The tender shall remain valid and open for acceptance by EEC for not less than ninety (90) days after the submission of tenders. A tender that purports to be valid for a shorter period shall be rejected as being non-responsive.
- vi) At any time prior to the deadline for submission of Applications, the EEC may amend the request for tender by issuing Addenda. Any Addendum issued will be communicated through emails. To give prospective Applicants reasonable time to take an Addendum into account in preparing their bids, the EEC may, at its discretion, extend the deadline for the submission of Applications.
- vii) All enquiries relating to this tender may be addressed to bongani.chauke@eec.co.sz not later than 7 days prior to the deadline.

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20. INSTRUCTIONS TO TENDERERS

A. Definitions

Abbreviations shall bear the meaning ascribed to them as follows:

"**Bidder**" or "**Consultant**" means a Consulting firm, including any and all subcontractors, who has been invited by the EEC to submit a proposal and who submits a proposal, which proposal may or may not be successful in being awarded this contract.

"**EEC**" means the **Eswatini Electricity Company**.

"**Request for Tender**" or "**RFT**" means this solicitation of a formal technical and financial proposal.

"**Employer**" or "**Client**" shall be used interchangeably to refer to the **EEC**, the Project sponsor. Unless the context clearly indicates a contrary intention, any words importing or connoting any gender include all genders; The singular includes the plural and vice versa; Natural persons include artificial persons and vice versa.

B. Examination of Documents

Bidders shall address all items as specified in this RFT. Failure to adhere to this format may disqualify a Bidder from further consideration. Submission of a proposal shall constitute evidence that the Bidder has made all the above-mentioned examinations and investigations and is free of any uncertainty with respect to this RFT.

C. Pre-Tender Briefing / Site Visit

There will be a no pre-tender briefing for this tender.

D. Cost of Tendering

The Bidder shall bear all costs associated with the 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.

E. Applicable Law

The tendering process has been organized pursuant to the laws of the Kingdom of Eswatini. Tenderers are solely responsible for satisfying themselves with respect to all the requirements of the laws of the Kingdom of Eswatini that are applicable.

F. Tenderers shall ensure that they comply fully with the laws of the Kingdom of Eswatini at all times during the tendering process and during the execution of the assignment.

G. Taxes

Tenderers shall be solely responsible for all duties, levies, and taxes that are payable in the Kingdom of Eswatini and shall prepare their Tenders accordingly. Tenderers should fully acquaint themselves with the tax requirements of the Kingdom of Eswatini including but not limited to VAT, income tax, employee tax, corporate tax, and withholding tax requirements. Tenderers shall be responsible for taking account of the impact of double taxation agreements that may exist between Kingdom of Eswatini and their countries of registration. The income

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Tax Order of Eswatini stipulates that a 15% Withholding Tax is deducted from payments made to foreign companies for executing a contract awarded in Eswatini. The EEC shall deduct this Tax from every payment made and present a withholding Tax Certificate to the consultant to make a claim in his country of origin, if eligible.

H. Currency

The proposed cost this tender must be stated in Eswatini Emalangeni.

I. Language

All documents submitted must be in English. All questions and/or requests for clarification made by the Suppliers in relation to the Tender Process must be in English.

J. Confidentiality

All information received from the EEC as part of the Tender Process will be treated on a confidential basis by the supplier. Such will include technical documents as well as drawings. Furthermore, the Client will preserve the confidentiality of any business proprietary or confidential information submitted by the Bidder, which is clearly designated as such by the Bidder, to the extent permitted by the laws of the host country.

K. Right to Cancel Tender

Notwithstanding any provision in the RFT, the EEC, in its sole and absolute discretion, reserves the right not to award the contract to any Supplier and/or to cancel the Tender at any stage. The EEC shall not be liable for any costs incurred by any Supplier as a result of the cancellation of the Tender.

L. Economy of Proposals

Tenders should be prepared simply and economically, providing a comprehensive yet concise description of the Bidder's capabilities to satisfy the requirements of the RFT. Emphasis should be placed on completeness and clarity of content.

M. Bidder's Certification

The Bidder shall certify (a) that its tender is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Bidder to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Employer or any employee thereof.

N. Proposal Submission Requirements

The **Cover Letter** in the proposal must be addressed to The Procurement Manager as follows:

The Procurement Manager
Eswatini Electricity Company
P.O. Box 258,

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Mbabane, H100, Eswatini

Physical Address:

Eswatini Electricity Company

Eluvatsini House

Mhlambanyatsi Road

Mbabane, Eswatini

Telephone: +268 2409 4165

Facsimile: +268 2404 1470

Tenders may be sent by courier, or hand-delivered, but the Bidder shall be responsible for the actual delivery of the tender to the above address before the deadline. Any tender received after the deadline will be returned unopened. The Client will promptly notify any Bidder if its tender was received late.

Enquiries for information or clarity related to this RFT must be directed to the Procurement Manager at the above contact details not later than 7 days prior to the submission deadline. To ensure that all Bidders receive the same information, answers to questions asked by any one of the Bidders shall be provided to all Bidders without disclosing the identity of the Bidder who posed the question.

O. Tender Packaging

The Tender submitted by each Bidder shall be one package, containing Technical Tender and the Financials, the Bidders shall provide 1 original and 2 copies, collectively wrapped, sealed, and labelled “**RFT 017 of 2024/2025 Supply and delivery of steel monopoles**”, including the name and address of the Bidder. Documents should not reveal the identity of the Bidder.

P. Effective Period of Proposal / Tender Validity

The tender shall be binding upon the Bidder for ninety (90) days after the tender due date and Bidders may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original tender.

R. General and Special Conditions of contract

The General Conditions of Contract (GCC), as well as Special Conditions of Contract (SCC) forming part of this set of tender documents (if specified), will be applicable to this tender in addition to the conditions of the tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

S. Acceptance or Rejection of a Tender

EEC reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. EEC does not bind itself to accepting the lowest tender or the tender scoring the highest points.

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T. Opening and Recording of Tenders Received

Bids will be opened on the closing date and time specified in the tender document, and accordingly recorded. Tenderers who may want to attend the tender opening will be welcome.

U. Non-Conformities, Errors, and Omissions

Tenderers with non-conformities, omissions, and errors in any of the requirements will not be considered.

21.0 CONTRACT TERMS AND CONDITIONS

a) General

In this Contract, the following terms shall be interpreted as indicated:

- i)** “The Contract” means the agreement entered into between the Procuring Entity and the Service provider, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii)** “The Contract Price” means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.
- iii)** “The Procuring Entity” means the Eswatini Electricity Company, an organization purchasing the Goods.
- iv)** “The Service provider” means the individual or firm providing the Services under this Contract.

b) Application

These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

c) Use of Contract Documents and Information

- i.** The Service provider shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Service provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
- ii.** The Service provider shall not, without the Procuring Entity’s prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

d) Terms of payments

- i.** The Service provider’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the Contract.

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- ii. Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Service provider unless otherwise stated in the Contract.
- iii. Full payment of the invoice/delivered Goods received shall be paid within thirty (30) days of receipt of the Goods

e) Prices (where applicable)

- i. Prices charged by the Supplier for Services performed under the purchase order shall not vary from the prices quoted by the Service provider in its tender.
- ii. All such prices shall be valid and fixed for a period of ninety (90) days.

f) Change Orders

- i. The Procuring Entity may at any time, by a written order given to the, make changes within the general scope of the Contract in any one or more of the following:
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity
 - b. the method of shipment or packing.
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Service provider.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, the Service provider's performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

g) Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

h) Assignment

The Service provider may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

i) Subcontracts

The service provider may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Service provider from any liability or obligation under the Contract.

j) Delays in the Service Provider's Performance

Performance of service shall be made by the Service provider in accordance with the time schedule prescribed by the Procuring Entity.

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If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the service provider shall promptly notify the Procuring Entity in writing of the fact of the delay, its duration, and its cause(s). As soon as practicable after receipt of Service provider's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Service provider's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

Except as provided in the contract, a delay by the Service provider in the Performance of its delivery obligations shall render the Service provider liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

k) Liquidated Damages

Subject to provisions of the contract, if the Service provider fails to deliver any or all of the Goods or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to 20% (percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

l) Termination for Default

- i. The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider, may terminate this contract in whole or in part:
 - a. If the service provider fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
 - b. If the service provider fails to perform any other obligation(s) under the contract.
- ii. In the event the Procuring entity terminates the contract in whole or in part, pursuant to provisions of the contract, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

m) Termination for Insolvency

The procuring Entity may at any time terminate the Contract by giving written notice to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

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n) Resolution of Disputes

The Procuring entity and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Service provider have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration. The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini. All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

o) Applicable Law

The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

p) Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

q) Taxes And Duties

The Service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the service to the Procuring Entity.

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22.0 APPENDICES

BID SUBMISSION FORM

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

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

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

Dear Sir/Madam

I, the undersigned, offer to participate in the **RFT 017 of 2024/2025 Supply and delivery of steel Monopoles** to the Eswatini Electricity Company in accordance with your RFT and our tender.

I hereby submit our tender, which displays compliance to the requirements and evaluation criteria. I hereby declare that all the information and statements made in this tender 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 tender. My tender is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake that, if our tender is accepted, to deliver the project on the date to be agreed upon. We understand that the EEC is not bound to accept the lowest or any tender.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____

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DECLARATION OF ELIGIBILITY

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

[>>>Name of Service provider, Address, and Date>>>]

To: **The Procurement manager
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane**

Dear Sir/Madam,

Re Tender Reference: **RFT 017 of 2024/2025 Supply and delivery of steel monopoles**

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.....

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13.0 TENDER DATASHEET

1	Eligibility criteria	<p>Tenderers must provide the following Eligibility documents:</p> <ol style="list-style-type: none"> i. Company profile ii. Bid Submission Form iii. A copy of Certificate of Incorporation and Form J or Equivalent iv. Certified copy of relevant Trading License or Equivalent v. Current Original and Valid Tax Compliance Certificate vi. Latest Audited Financial Statements (Previous 2 years) vii. Certified ID copies for Directors viii. Police clearance for Company Directors or Affidavit ix. Workmen’s Compensation x. Certified copy of Labour Compliance Certificate or Equivalent xi. Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent if outside Eswatini. xii. Bid Security (Tender Bond) of E10 000.00 / R10 000.00 which shall be valid for ninety (90) days the closing date tender. xiii. Proof of E1 000.00 payment for the TENDER FEE. xiv. Power of Attorney xv. Declaration of Eligibility
2	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.
3	Prices	Must be included in the financial proposal.
4	Documents comprising the tender	<p>The documentation and information required for this tender are:</p> <ul style="list-style-type: none"> • At least 3 relevant reference letters • specification datasheet • Delivery Schedule • Steel monopoles design drawing for the quoted LOT • All tests and certificates • Manufacture authorisation
5	Request for clarifications	Clarification can be submitted seven (7) days prior to the submission deadline, e-mailed to bongani.chauke@eec.co.sz .
6	Tender Bids submission venue	<p>The location for the submission of tenders is at the EEC Head Office tender box located at:</p> <p>EEC Reception area EEC Headquarters Eluvatsini House, Mhlambanyatsi Road, P.O. Box 258 Mbabane</p>
7	Submission	The envelope of submissions must be hand delivered to the above address. Sealed envelopes clearly marked, “ RFT 017 of 2024/2025 Supply and delivery of steel monopoles ”.

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8	Submission Deadline	No later than 11h00 on 13 February 2025.
9	Tender opening date	13 February 2025 at 11h00, at the same submission address. Tenderers who may want to attend the tender opening will be welcome.
10	Evaluation of tenders	The evaluation criteria are detailed in the Evaluation Criteria section of this tender document.
11	Lead Time	The delivery lead time must be eight (8) weeks.

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