

ESWATINI ELECTRICITY COMPANY



Request for Proposals (RFP)

for the

ENGINEERING PROCUREMENT CONSTRUCTION (EPC) CONTRACTOR

PLUS FINANCE FOR AN ADDITIONAL 10MW
HYDROPOWER GENERATING UNIT AT THE
EXISTING MAGUGA HYDROPOWER STATION

RFP 001 of 2026/2027

CLOSING DATE: 03 July 2026

CLOSING TIME: 11H00



1. INTRODUCTION

The project involves the expansion of an existing hydropower facility currently comprising two generating units of 10 MW each. The proposed development will add one new 10 MW hydropower unit adjacent to the existing plant, together with all associated civil, hydraulic, mechanical, electrical, control, protection, balance-of-plant, grid interconnection, and auxiliary systems required for safe and reliable integration with the existing facility. The expansion is intended to increase renewable generation capacity, improve energy security, and optimize the use of the site's available hydropower potential.

Construction of the additional 10MW hydropower unit at the existing Maguga Power Station site has been impeded by financial challenges the utility has been experiencing in the recent past. To close the financing gap, the utility wishes to appoint an EPC Contractor that will bring the whole financing of the project and enter into commercial agreements that will be beneficial to both parties.

2. INVITATION TO SUBMIT PROPOSALS

The Eswatini Electricity Company invites proposals from suitably qualified and experienced firms or consortia to undertake the engineering, procurement, construction, testing, commissioning, and financing arrangement for a new 10 MW hydropower generating unit to be developed adjacent to the existing 2 x 10 MW hydropower plant. The selected bidder shall provide a turnkey solution, including a bankable financing plan and the capability to deliver the project to commercial operation within the required timeframe and performance parameters. The RFP is downloadable at www.esppra.co.sz or www.eec.co.sz.

3. PROJECT OBJECTIVE

The objective of the project is to among other things achieve the following milestones.

- Select a qualified EPC contractor or EPC-led consortium capable of delivering the project on a turnkey basis.
- Secure a financing solution acceptable to the Employer to fund the project, whether through arranger-supported debt, export credit, commercial lending, development finance participation, or another bankable structure.
- Ensure that the project is designed, constructed, tested, commissioned, and handed over in accordance with applicable technical, environmental, social, safety, and regulatory requirements.
- Achieve a competitive and affordable generation tariff that supports recovery of the project investment within an acceptable payback period while maintaining overall project bankability and value for money.
- Achieve timely commercial operation with high plant availability, reliability, and performance.

4. SCOPE OF WORK

The Project comprises brownfield expansion works at the existing Maguga Hydropower Station to add approximately 10 MW of installed capacity while maintaining the safe and reliable operation of the existing dam and power generation facilities. The Bidder should



anticipate that the optimal technical solution will be confirmed through detailed hydrology review, hydraulic transient analysis, geotechnical investigations, and interface studies with existing civil structures, waterways, and electrical systems.

4.1.1. Conceptual Scope (Indicative)

The final scope will be confirmed through further engagements with successful Bidder following the RFP process, including clarifications, technical and commercial discussions, and negotiations, with a view to entering into an agreement with the Bidder giving the most economical and advantageous commercial offer. At a minimum, Bidders should assume responsibility for the following, as applicable to the proposed delivery model:

- Submit a comprehensive proposal for delivery of the complete project, including the technical offer, financial and financing offer, commercial offer, and a clear methodology for implementation, integration, testing, commissioning, and handover.
- Arrange or secure project financing, support achievement of financial close, and submit a commercial offer showing how the investment cost will be recovered through an agreement between the Contractor and the Employer, including the proposed tariff or payment mechanism, agreement tenure, key commercial assumptions, and payment security arrangements.
- Review and validate available project information, site data, studies, drawings, and interface requirements with the existing plant.
- Undertake all detailed engineering and design necessary for the new 10 MW hydropower unit and associated facilities.
- Provide all procurement, manufacture, inspection, transport, delivery, storage, installation, construction, and supervision services.
- Execute all civil works, hydraulic structures, steel works, electro-mechanical works, electrical systems, control and protection systems, and transmission or substation modifications required for integration.
- Carry out testing, commissioning, performance testing, reliability run, operator training, and handover.
- Prepare and deliver all as-built drawings, operation and maintenance manuals, spares recommendations, warranties, and completion documentation.
- Obtain or support the obtaining of permits, approvals, and consents assigned to the contractor under the contract.
- SCADA/controls integration, cyber and physical security requirements, and interoperability with existing systems.
- Training of EEC personnel; provision of O&M manuals, spare parts, and special tools.
- Environmental and social (E&S) management during construction, including permits, stakeholder engagement support, and compliance monitoring.
- Warranty support and defects liability services.

4.2. Delivery and Commercial Structure (Indicative)

Bidders may propose one of the following commercial structures, noting that EEC reserves the right, following the RFP process and subsequent engagements with shortlisted Bidders, to adopt one structure or a combination of structures.

- **EPC + Finance:** A lump-sum turnkey EPC arrangement combined with contractor-arranged financing, which may include export credit, commercial debt, development finance, or a combination thereof, made available to EEC and/or a project SPV.
- **BOOT/IPP:** A Build–Own–Operate–Transfer structure under which the developer finances, constructs, owns, operates, and maintains the Project for an agreed term under a long-term Power Purchase Agreement (PPA), with transfer to EEC or another designated entity at the end of the term, subject to applicable approvals.
- **Operation & Maintenance Tariff:** EEC retains ownership of the plant, while the developer is responsible for its operation and maintenance in return for an O&M tariff designed to recover operating and maintenance costs together with an agreed return or margin.

4.3. Project Financing

Bidders shall submit a clear and credible financing proposal demonstrating their ability to mobilize the capital required for the project. The financing proposal shall, at a minimum, include the following:

- Proposed financing structure, including the sources and uses of funds, indicative debt-equity composition, financing tenor, grace period, repayment profile, and pricing assumptions.
- Identification of proposed lenders, arrangers, export credit agencies, development finance institutions, insurers, or other funding parties, together with letters of interest, support, or evidence of financing discussions where available.
- Key conditions precedent to financing and the bidder's plan and timeline for achieving financial close.
- A description of required security package, guarantees, sponsor support, step-in rights, escrow arrangements, and any government or off-taker support expected.
- Proposed payment structure under the EPC contract and its alignment with the financing plan.
- A financial model summary or equivalent demonstration of project affordability and bankability.

4.4. Commercial Terms (Indicative)

For the purposes of this RFP, Bidders are invited to complete this indicative, non-binding term sheet to outline their proposed commercial approach and key positions for delivering the Project in a bankable, economical, and commercially advantageous manner. The information provided will assist EEC in assessing the suitability of the proposed structure and in identifying Bidders for further engagement, noting that additional detail may be requested and that any



final agreement will remain subject to due diligence, approvals, and the negotiation and execution of definitive project documents.

Item	Proposed Terms
Parties	Grantor/Procuring Authority: [] Off-taker: [EEC/] Project Company (Project Co): Eswatini-incorporated SPV owned by sponsors (and any required local partner). Lenders: senior lenders/ECA/DFIs (as applicable).
Project description	Design, finance, construct, commission, own, operate and maintain ~10MW additional hydro generating capacity at Maguga Hydropower Station, including all associated balance-of-plant and integration works.
Structure / contracts	BOOT Concession/Implementation Agreement + PPA + Direct Agreement(s) with lenders + EPC Contract (fixed price, date-certain) + O&M Agreement (or self-perform) + Interface Agreement with existing operator (outages, access, safety, operational coordination) + Land/wayleave/water use arrangements.
Concession term	[20–30] years from COD (or from effective date), sized to support bankability; extension option by mutual agreement.
Conditions precedent (selected)	Financial close; key permits; land access and wayleaves; water use rights; grid connection agreement; completion of interface design; insurances in place; satisfaction of lender conditions.
Development rights / exclusivity	Exclusivity for development during agreed period post-award, subject to milestones; rights limited to incremental facilities and interfaces.
Site / access	Grantor to provide secure access to site areas required for construction and operations; Project Co to comply with plant safety rules and coordinate outages with existing operator.
Water rights & hydrology	Grantor confirms legal right to use water resources for power generation and grants Project Co the right to utilise agreed flows/head for the incremental unit, subject to reservoir operating rules and environmental flow requirements. Hydrology risk allocation to be agreed (see “Resource risk”).
Tariff and revenue model	Energy-based tariff (ZAR or SZL) with defined indexation (e.g., CPI and/or FX components) and/or a blended capacity/energy structure to support debt service. Payment for deemed energy in specified circumstances. Details under PPA term sheet.
Dispatch / curtailment	Off-taker dispatches per system needs and water constraints. Curtailment compensated as deemed energy where not caused by Project Co default or force majeure; rules for reservoir constraints and spill to be defined.

Performance guarantees	EPC contractor to provide output/efficiency/availability guarantees and remedies (LDs, repair/replace). Project Co to provide availability and compliance undertakings under PPA subject to agreed exclusions.
Operations & maintenance	Project Co responsible for O&M for concession term, including staffing, spares, major maintenance planning, compliance reporting, and coordination with existing operator for shared systems (if any).
Insurance	Construction all risks; third-party liability; delay in start-up; operational property damage and business interruption; employer's liability/workers compensation; other customary cover, naming Grantor/off-taker as additional insured where appropriate.
Change in law	Pass-through for discriminatory or project-specific changes; mechanism for general changes impacting costs/revenues above thresholds, including tariff adjustment and/or compensation.
Taxes / customs	Treatment of VAT, withholding, import duties and exemptions/reliefs to be agreed; tariff to be calculated on a tax-assumed basis with true-up for changes in tax law (subject to change-in-law).
Force majeure	Customary natural and political force majeure; relief from performance and time; compensation regime for political FM and prolonged FM termination payments.
Resource risk (hydrology)	Indicative options (to be selected in procurement): (A) Energy-only, hydrology risk largely on Project Co; (B) Availability-based payments with hydrology risk largely on off-taker; or (C) shared mechanism with minimum annual energy band and tariff adjustment. Bankable allocation to be agreed with lenders.
Interface risk	Grantor/operator responsible for availability and accuracy of existing asset information and access; Project Co responsible for design and works within defined interface points. Compensation/time relief for undisclosed conditions or operator-caused delays.
Security package	Project Co performance security during construction (e.g., bond/LC) and O&M security (if required). Off-taker payment security via escrow/LC and/or sovereign support, as applicable.
Local content / employment	Commitments to use local labour and subcontractors where feasible; training and skills transfer plan; compliance with local content rules (to be confirmed).
Reporting and audits	Operational reporting (energy, availability, outages, safety, environment); annual audited financial statements; technical audits per agreed schedule.

Assignment / change of control	Restrictions subject to lender security; permitted transfers to affiliates and qualified investors; consent not to be unreasonably withheld; government step-in/consent rights to be defined.
Governing law / dispute resolution	Eswatini law (or as agreed) with international arbitration option for specified disputes; tiered dispute resolution (amicable, expert determination for technical matters, arbitration/courts).
Transfer (hand-back)	At expiry/termination, Project assets transfer to Grantor at no cost (or agreed price) free of liens, in defined condition meeting hand-back tests. Hand-back plan from [year X]; independent inspections; hand-back reserve funded from operating cash flows.
Termination payments	For Grantor/off-taker default or political FM: payment covering senior debt outstanding, breakage costs, and a defined equity return (subject to caps). For Project Co default: Grantor may step-in/terminate with payment typically limited to fair market value or debt net of damages, per bankability norms.

4.5. Indicative Risk Allocation

The indicative risk allocation set out below is intended to support a bankable, economical, and commercially balanced delivery structure for the Project by allocating risks to the party best able to manage them. The final allocation will be refined during subsequent engagements with shortlisted Bidders, taking into account the proposed commercial model, financing approach, and Project-specific requirements.

Risk	Indicative Allocation	Notes / Mitigation
Design & construction (incl. cost overrun)	Project Co / EPC	Fixed-price, date-certain EPC; performance LDs; contingency; interface definition; independent engineer.
Interface with existing assets / outages	Shared	Interface agreement; outage planning; compensation/time relief for operator-caused delays; clear demarcation points.
Geotechnical / unforeseen conditions	Shared	Baseline reports; differing site conditions regime; targeted investigations; contingency.
Hydrology / water availability	To be agreed	Energy-only vs availability-based or hybrid; define reservoir operating rules, environmental flows and deemed energy triggers.

Grid availability / curtailment	Off-taker / shared	Grid connection agreement; deemed energy for off-taker/grid curtailment not due to Project Co; grid upgrade responsibilities defined.
Off-taker credit / payment delay	Off-taker / Government support	LC/escrow; payment guarantee; step-in; tariff indexation; termination payments.
Change in law / taxes	Shared	Change-in-law mechanism; tariff adjustments; stabilisation for discriminatory changes.
FX convertibility / transfer	Government support	Convertibility/transfer undertaking; local currency tranche where possible; hedging.
Force majeure (natural)	Shared	Time relief; insurance; prolonged FM termination regime.
Political force majeure / expropriation	Government support	Compensation/termination payment covering debt and defined equity return; political risk insurance as available.

4.6. Implementation Approach and Schedule

4.6.1. Project Development and Delivery Phases

The Project is expected to progress through the indicative phases below, which may overlap or be refined during subsequent engagements depending on the selected commercial structure, regulatory requirements, and financing approach.

1. **Early-stage feasibility confirmation (3 months):** data room review, site inspections, technical due diligence, concept selection, cost refinement, and stakeholder engagement.
2. **Permitting and commercial structuring (in parallel, 3–9 months):** E&S studies, ESMP development, permitting, PPA and concession negotiations, and grid connection arrangements.
3. **Financing (3–9 months):** lender due diligence, term sheet progression, financing documentation, and financial close.
4. **EPC execution (18–30 months):** detailed engineering, manufacturing, civil works, installation, testing, and commissioning.
5. **Operations (concession term):** performance and availability management, maintenance planning, and compliance reporting.
6. **Hand-back:** transfer of the Project assets at the end of the term in the agreed condition, supported by lifecycle maintenance planning and any required hand-back reserve.

4.6.2. Indicative Milestones (Subject to Confirmation)

The table below sets out indicative milestones and target timing for the implementation of the Project. These timeframes are provided for planning purposes only and may be refined during subsequent engagements with shortlisted Bidders, taking into account the proposed delivery model, permitting requirements, financing arrangements, procurement strategy, and site-specific conditions.

Milestone	Target Timing (from award)
Contract award / preferred bidder	Month 0
Completion of feasibility confirmation and interface definition	Month 1 -3
Permits substantially obtained	Month 4–8
Financial close	Month 8–12
Start of major civil works	Month 12–18
Delivery and installation of turbine-generator set (long-lead)	Month 18–28
Commissioning and reliability run	Month 28–40
Commercial Operations Date (COD)	Month 36–42

4.7 Project Information (to be provided by Client upon request)

The information listed below may, at EEC’s discretion, be made available to shortlisted Bidders during the next stage of engagement to support further technical, commercial, and financing discussions, subject to applicable confidentiality requirements and the availability of such information.

- Feasibility study Report
- Existing design Report
- Environmental Audit Report and Associated Approval
- Maguga Dam Operating Guidelines
- Available Historical Hydrology Data

5. ELIGIBILITY CRITERIA

Bidders are expected to demonstrate that they satisfy the minimum eligibility requirements set out below, which EEC will consider in assessing qualification and suitability for shortlisting.

- Demonstrated experience as EPC contractor, lead contractor, or consortium member in hydropower projects of similar size, complexity, and operating conditions.
- Proven track record in the design, supply, construction, testing, and commissioning of hydro-mechanical and electro-mechanical equipment for hydropower plants including at least **three (3)** projects of comparable scale, complexity, and delivery scope.



- Demonstrated experience in arranging or supporting project finance, export credit finance, or other structured funding for infrastructure or energy projects.
- Sufficient financial capacity to undertake the required works and/or arrange the proposed financing, supported by evidence of funding sources, financial standing, or audited financial statements.
- Availability of qualified key personnel for project management, design, construction, commissioning, environmental and social management, health and safety, and quality assurance.
- Evidence of compliance with applicable legal, regulatory, tax, environmental, labour, and anti-corruption requirements.
- Ability to comply with all applicable laws and regulations, including anti-corruption, anti-bribery, AML/CFT, and sanctions requirements.
- Commitment to health, safety, environmental, and social management in accordance with good international industry practice

6. Evaluation Criteria

Proposals will be evaluated on a most economically advantageous basis, taking into account both technical merit and the strength of the financing solution. The Employer may apply a staged evaluation process comprising responsiveness review, technical evaluation, financing and commercial evaluation, due diligence, clarifications, and negotiations as follows.

- **Stage 1 - Responsiveness Review (Pass/Fail):** The Employer will first determine whether each proposal is responsive on a pass/fail basis. The responsiveness review will be conducted against the checklist in the table below. Proposals that are materially incomplete, non-compliant, or subject to unacceptable qualifications may be rejected and will not proceed to scored evaluation.

Responsiveness Item	Requirement	Assessment
1. Timely Submission	Proposal submitted by the stated deadline and in the required manner	Pass / Fail
2. Authorization and Execution	Proposal properly signed, authorized, and executed by the bidder or authorized representative	Pass / Fail
3. Completeness of Submission	Technical Proposal, Financial and Financing Proposal, and Mandatory Forms all submitted	Pass / Fail
4. Bidder Eligibility	Bidder meets stated eligibility and qualification requirements	Pass / Fail



5. Consortium Structure and Powers of Attorney	Consortium arrangements, lead member designation, and powers of attorney submitted where applicable	Pass / Fail
6. Audited Financial Statements	Required audited financial statements submitted for the specified period	Pass / Fail
7. Conflict of Interest and Anti-Corruption Declarations	Required declarations submitted and free of material concerns	Pass / Fail
8. Substantial Compliance with Instructions	Proposal substantially complies with the required format, instructions, and submission requirements	Pass / Fail

- Stage 2 - Technical Evaluation (Maximum 60 Points):** Only responsive proposals will proceed to the scored technical evaluation. The technical score will be derived from the table below. The Employer may establish a minimum technical threshold, for example 70% of the available technical points, below which a bidder will not proceed to the next stage.

Main Criterion	Sub-Criteria	Points
1. Relevant EPC and Hydropower Experience	Experience in similar hydropower EPC projects	10
1. Relevant EPC and Hydropower Experience	Experience in brownfield expansion or integration with existing operating plants	5
1. Relevant EPC and Hydropower Experience	Successful commissioning and operating track record of comparable projects	5
2. Technical Solution and Plant Integration	Soundness of the proposed technical solution for the new 10 MW unit	10
2. Technical Solution and Plant Integration	Quality of the integration approach with the existing 2 x 10 MW plant, including interfaces, outages, and operational continuity	10
2. Technical Solution and Plant Integration	Adequacy of design assumptions, performance guarantees, and reliability approach	5
3. Implementation Methodology and Schedule	Completeness and practicality of the implementation methodology	5



3. Implementation Methodology and Schedule	Realism of the project schedule and critical path management	5
3. Implementation Methodology and Schedule	Commissioning, testing, and handover approach	5
Total		60

- Stage 3 - Financing and Commercial Evaluation (Maximum 40 Points):** Bidders that meet the minimum technical threshold may proceed to the financing and commercial evaluation. The score for this stage will be derived from the table below. The Employer may also establish a minimum threshold for financing and commercial acceptability before a bidder is shortlisted.

Main Criterion	Sub-Criteria	Points
1. Key Personnel and Project Organization	Qualifications and experience of proposed key personnel	5
1. Key Personnel and Project Organization	Strength of project governance, consortium structure, and resource allocation	5
2. Financing Proposal and Off-taker Recovery Structure	Credibility and bankability of the financing plan	10
2. Financing Proposal and Off-taker Recovery Structure	Strength and clarity of the proposed off-taker recovery term sheet, including tariff structure, tenure of agreement, payment security, and key commercial assumptions	10
2. Financing Proposal and Off-taker Recovery Structure	Likelihood of achieving financial close within the proposed timeframe	5
3. Commercial, ESHS, and Regulatory Compliance	Competitiveness and transparency of EPC price and payment milestones	5
3. Commercial, ESHS, and Regulatory Compliance	Allocation of project risks, exclusions, assumptions, and qualifications	5
3. Commercial, ESHS, and Regulatory Compliance	Adequacy of environmental and social management approach	3



3. Commercial, ESHS, and Regulatory Compliance	Health, safety, quality assurance, and regulatory compliance approach	2
Total		50

- **Stage 4 - Due Diligence (Not Separately Scored):** The Employer may undertake due diligence on one or more shortlisted bidders to verify matters material to the scored evaluation and proposed award. Due diligence may include verification of project references; operating performance of comparable projects; bidder and consortium financial standing; availability and commitment of key personnel; legal, tax, regulatory, environmental, labour, and anti-corruption compliance; insurance history; litigation and claims history; proposed lenders, arrangers, insurers, or other financing counterparties; and the realism of assumptions underpinning the financing plan and proposed off-taker recovery terms. Findings from due diligence may inform shortlisting, negotiations, or disqualification where material inconsistencies or adverse findings arise.
- **Stage 5 - Clarifications and Presentations (Not Separately Scored unless stated in the final RFP):** At any time during the evaluation, the Employer may request written clarifications, supplemental information, bidder presentations, interviews with key personnel, or lender engagement sessions for the purpose of understanding, verifying, or comparing aspects of proposals. Clarifications will normally be limited to confirming information already contained in the proposal and shall not materially alter the substance of the offer unless expressly permitted by the Employer. Where presentations or interviews are included, the final RFP may specify whether and how they will be scored.
- **Stage 6 - Negotiations and Preferred Bidder Selection (Based on Combined Evaluation Outcome):** Following completion of the preceding stages, the Employer may rank bidders based on the combined scored outcome of Stage 2 and Stage 3, subject to responsiveness, due diligence findings, and any minimum thresholds. The Employer may then enter into negotiations with the highest-ranked bidder or one or more shortlisted bidders on technical, commercial, contractual, financing, tariff, tenure, payment security, risk allocation, and implementation matters. Selection of a preferred bidder may be subject to agreement on contract terms, financing structure, internal approvals, credit and legal approvals, and achievement of financial close or other stated conditions precedent. If negotiations fail, the Employer may discontinue negotiations and invite the next-ranked bidder.

Main Criterion	Sub-Criteria	Points
1. Relevant EPC and Hydropower Experience	Experience in hydropower EPC projects of similar size and complexity	10
1. Relevant EPC and Hydropower Experience	Experience in brownfield expansion or integration with existing operating plants	5



1. Relevant EPC and Hydropower Experience	Successful commissioning and operating track record of comparable projects	5
2. Technical Solution and Plant Integration	Soundness of the proposed technical solution for the new 10 MW unit	10
2. Technical Solution and Plant Integration	Quality of integration approach with the existing 2 x 10 MW plant, including interfaces, outages, and operational continuity	10
2. Technical Solution and Plant Integration	Adequacy of design assumptions, performance guarantees, and reliability approach	5
3. Implementation Methodology and Schedule	Completeness and practicality of the implementation methodology	5
3. Implementation Methodology and Schedule	Realism of the project schedule and critical path management	5
3. Implementation Methodology and Schedule	Commissioning, testing, and handover approach	5
Total		60

The Employer may, at its discretion, establish minimum technical or financing thresholds, reject non-responsive proposals, request clarifications, and undertake due diligence before confirming the preferred bidder. The above scoring framework may be refined in the final RFP to reflect the Employer's procurement priorities and approval requirements.

7. RFP REQUIREMENTS

RFPs should be concise and should include, at a minimum, the information set out below. Bidders may attach brochures and relevant project sheets as annexes.

1. **Bidder details:** legal name, registration, address, ownership, proposed consortium members and roles, and contact person.
2. **Understanding of the Project:** narrative of proposed solution, key assumptions, interfaces, outage approach, and preliminary programme.
3. **Technical approach:** proposed turbine type/configuration, electrical and controls integration concept, and major equipment suppliers.
4. **Experience:** reference projects (similar size, hydropower, retrofit/extension works), with contactable referees.
5. **Preliminary HSE and E&S approach:** construction HSE plan overview and E&S management measures.
6. **Commercial approach:** proposed delivery model (e.g. EPC, EPC + Finance, BOOT/IPP, O&M tariff use), contract form preferences, and key departures.
7. **Financing proposal:** including indicative pricing/tenor, lender appetite, and requirements for guarantees/support.

8. **Local content and capacity building:** proposed local participation, training, and skills transfer.
9. **Legal and compliance: disclosure of litigation, debarments, conflicts of interest, and compliance certifications.**

8. ADDITIONAL INFORMATION

- i. The Bidders may associate with others to enhance their ability to deliver the complete solution. In a situation where firms are associating, the submission must include verifiable evidence of association from all the parties. Experience and qualifications of parent or subsidiary of the firm will not be considered for evaluation.
- ii. All submittals from the consulting firms shall be in the English language.

9.0 SUBMISSION AND VALIDITY OF RFPS

9.1 Submission of RFPS

RFPS may be e-mailed to bongani.chauke@eec.co.sz copied to thobeka.gama@eec.co.sz or hand delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked as follows; **“RFP 001 of 2026/27, Engineering Procurement Construction (EPC) contractor plus finance for an additional 10MW Hydropower generating unit at the existing Maguga Hydropower station.**

The Closing date for submission of the RFPS is **30 June 2026** at the **EEC Head Office, Mhlambanyatsi Road, Mbabane, Eswatini @ 11h00.**

9.3 Withdrawal, Substitution, and Modifications

- i) If a tenderer wishes to withdraw the RFP, 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 in black ink.
- ii) There shall be no refund of the tender fee for any withdrawals.
- iii) Where the Bidder wishes to substitute or modify an RFP, He/she shall do so in writing addressed to bongani.chauke@eec.co.sz. Modified/replaced RFP documents shall be clearly marked and submitted before the closing date of the tender.
- iv) The EEC may amend the expressions of interest by issuing Addenda, any time prior to the deadline. Any Addendum issued will be communicated through the advertising platform for this RFP. To give prospective Applicants reasonable time to take an Addendum into account in preparing their RFP, the EEC may, at its discretion, extend the deadline for the submission of Applications.
- v) All enquiries relating to this RFP may be addressed to bongani.chauke@eec.co.sz not later than 7 days prior to the deadline.



10.0 INSTRUCTIONS TO BIDDERS

A. Examination of Documents

Bidders shall address all items as specified in this RFP. Failure to adhere to this format may disqualify a Bidder for further consideration. Submission of a Tender 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 RFP.

B. Cost of Tendering

The Bidder shall bear all costs associated with preparation and submission of RFP.

C. Applicable Law

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

D. Language

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

E. Confidentiality

All information received from the EEC as part of the RFP Process will be treated on a confidential basis by the Bidder. 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.

F. Eligibility Documents

Bidders must provide the following Eligibility documents:

- i. A copy of Certificate of Incorporation and Form J or Equivalent
- ii. Certified copy of Trading License or Equivalent
- iii. Current Original and Valid Tax Compliance Certificate
- iv. Latest Audited Financial Statements
- v. Certified ID copies for Directors
- vi. Police clearance for Company Directors or Affidavit
- vii. Certified copy of Labour Compliance Certificate or Equivalent
- viii. Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent if outside Eswatini.
- ix. Power of Attorney
- x. Declaration of Eligibility



G. Procurement Related Complaints and Administrative Review

The procedures for lodging a Procurement-related Complaint shall be regulated by section 46 through 49 of the public procurement Act accessible in the ESPPRA website <https://esppra.co.sz>

If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to:

Title/position: Managing Director

Procuring Entity: Eswatini Electricity Company

Email address: mphumuzi.maziya@eec.co.sz



11.0 APPENDICES

BID SUBMISSION FORM

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

[>>>Name of Consultant, 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 **EO1 001 OF 2026/2027 Engineering Procurement Construction (EPC) contractor plus finance for an additional 10MW Hydropower generating unit at the existing Maguga Hydropower station.** the Eswatini Electricity Company in accordance with your RFP.

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

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____



DECLARATION OF ELIGIBILITY

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

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

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

Dear Sir/Madam,

Re Tender Reference: **RFP 001 of 2026/2027 – Engineering Procurement Construction (EPC) contractor plus finance for an additional 10MW Hydropower generating unit at the existing Maguga Hydropower station.**

We hereby declare that: -

- (a) We, have the legal capacity to enter into a contract in the event we are shortlisted and successful bid;
- (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.....

Disclaimer

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