

as expressly agreed between the parties.

4.2 Unless otherwise expressly averred upon between the parties or as provided in Section 4, the party selling the products shall be responsible and shall pay for the delivery to the other party, at its address herein under mentioned, of such products sold hereunder.

4.3 Unless otherwise expressly agreed upon or between the parties, delivery of the products purchased hereunder shall be completed within seven business days of the receipt, by the party selling the products, of the written order for such products.

4.4 In the event that a party fails to deliver any products requested in an order within the period provided in subsection 4.3 hereinabove, the purchasing party shall be entitled to purchase, from any person, a quantity of products equal to the quantity of products specified in such order. In such a case, the purchasing party shall be entitled to cancel the order for the products specified in the order. The purchasing party shall, at the same time an order is made to an order person pursuant to this subsection, send to the other party, a copy of such order indicating the quantity and price of the products so purchased.

4.5 The title to the products sold hereunder shall pass from the selling party to the purchasing party upon complete payment of the purchase price of the products mentioned hereinafter. The risks of loss or damage to such products sold hereunder shall pass from the selling party to the purchasing party at the date of delivery of the products.

4.6 Each party shall insure the products purchased by it hereunder for the period starting on the date of receipt of the products and terminating when complete payment of such products is made and upon request, shall provide the other party with the documents evidencing that the products are so insured.

5. PRICE OF PRODUCTS

5.1 For the initial term of this agreement stipulated hereunder, the price of the product supplied to the purchaser hereunder shall be _____.

5.2 Prices are inclusive of all costs for the requirement including any incidental services, including all applicable taxes.

5.3 Prices shall be fixed for the duration of the contract i.e. 12 months and shall not be subject to variation.

6. TERMS OF PAYMENT

6.1 Each party shall pay to the other party at its address hereinabove mentioned, within ___ calendar days from the date of receipt of the products purchased, the price for such products as determined pursuant to section 4 hereinabove.

6.2 The price of the products purchased hereunder will be discounted by ___% if complete payment of the products is made within ___ calendar days of receipt by the purchasing party.

6.3 The purchaser agrees to pay a monthly charge on overdue amounts for products purchased hereunder calculated on the basis on an annual rate equal to _____.

7. TERMS OF AGREEMENT

7.1 Notwithstanding the provisions of section 2 and in addition, either party may be entitled to terminate this agreement prior to the expiry date upon the occurrence of any default or omissions of the other party to fulfil its obligations under this agreement or any terms and conditions of this agreement on the . Following the sending of a written notice remedy.

7.2 Notwithstanding the provisions of subsection 6.1 each party may be entitled to terminate the agreement upon simple notice;

7.2.1 Bankruptcy

7.2.2 Liquidation

7.2.3 Sells substantial shares to third party

7.2.4 Amalgamates

7.3 Each party shall within ____ following the expiration or termination of this agreement, as the case may be, pay to the other party any unpaid portion, including any accrued interest of the purchase price of all products purchased by it and delivered by the other party on or before the date of expiration or termination.

7.4 Any party may at its sole discretion refuse to execute any order of any party remaining unexecuted at the date of expiration or termination of this agreement or in case of default of any party to fulfil its obligations under this agreement.

7.5 All obligations or liabilities of the parties accrued on the date of expiration or termination of this agreement shall survive such expiration or termination.

8. QUALITY

8.1 Each party warrants that the products sold by such party shall be of merchantable quality and in accordance with any specifications which may be provided by the other party in the written order for the products as provided under sub section 3.1 above.

8.2 A party's failure to give the other notice of any claims in respect of the quality of the products delivered shall constitute unqualified acceptance thereof and a waiver by such party of all claims in respect thereof. Notice of such claim shall be made in writing within .days of the receipt of the products.

8.3 A party having received notice pursuant to subsection 7.2 above shall have .days to examine the product in respect of which the notice has been issued. In respect of the supplier finding out that the products are not, as provided in subsection 7.1 above, of the quality warranted or do not meet the specifications requested by the purchasing party, the selling party shall either at its option, replace without charge the products in respect of which the notice was given or refund within ____ days of such inspection, the price paid by the purchasing party for such products. If the selling party decides to replace the defective products such new products shall be delivered at the selling party's expense within .____ days of inspection.

8.4 A party having sent a notice in accordance with section 8,1 above shall be entitled to purchase from any person any products required to exploit its business from the date the notice was sent to the defaulting party.



9. CURRENCY, PLACE OF PAYMENT

It is hereby recorded and agreed that:

9.1 All payments due to the Supplier from the EEC under this Agreement shall be paid by way of electronic funds transfer to the Supplier, into the following bank account:

Account Name: _____

Account Number: _____

Bank: _____

9.2 Such payments shall be made in the local currency.

9.3 Where payments are made by cheque, the cheque should be to the order of the Supplier.

10. WARRANTIES

The parties acknowledge that: No party shall do anything which would prevent the other party to perform the services in terms of this Agreement with due care, diligence and professional skill and in accordance with established international practice and standards pertaining to the type of service.

10.1 All personnel of either party engaged in or assigned to perform functions under this Agreement shall perform such functions as per agreed processes in an efficient and effective manner.

10.2 Either party shall advise the other party of any conflict of interest which may exist or arise during the implementation of this Agreement or any agreement entered into by the parties in pursuance hereof.

11. INDEMNITY

11.1 Each party indemnifies each other its agents, employees or servants from and against any claim, liability, loss, action, damage or expense incurred or sustained, injury to persons suffered on the property of EEC by the Supplier, its agents, employees, servants or assigns as a result of any act or omission due to any act or omission by EEC.

11.2 The Parties shall take appropriate insurance policies to cover claims arising out of standard risks involving third parties and shall produce same for inspection whenever required by the other.

12. GOVERNING LAW

The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Swaziland.



13. BREACH AND TERMINATION

13.1 Notwithstanding any relaxation or indulgence granted or shown by either party, should a party commit a breach of any terms or conditions of this Agreement and fail to remedy such breach within seven (7) calendar days after the delivery of written notice by the other party calling on them to remedy the breach, the notifying party shall be entitled, but not obliged, and without prejudice to any other rights and remedies it may have in terms of this Agreement or in law, including any right to damages, to terminate this Agreement.

13.2 Should any party be guilty of serious misconduct or any serious breach or non-observation of any condition of this Agreement, or neglect, fail or refuse to carry out the duties assigned to it hereunder, the other party shall be entitled to summarily terminate this Agreement, without prejudice to any of the rights or claims they may have against the defaulting party arising out of such default.

13.3 Upon termination of this Agreement, the Supplier shall timeously deliver to the SEC all work in progress, as well as make available all details and information in its possession to allow the SEC to engage the s of another Supplier.

14. FORCE MAJEURE

14.1 No party shall be liable for any failure to fulfil its obligations under this Agreement if, and to the extent that, such failure is caused by any circumstances beyond the party's reasonable control, including, but not limited to, flood, fire, earthquake, war, tempest, hurricane, industrial action or government.

14.2 In the event that either party is unable to fulfil its obligations under this agreement as a result of any of the circumstances contemplated in clause 15.1 above, the parties shall agree on the reasonable steps to be taken to put a solution in place to mitigate the impact of such inability on the parties. Such interim solution shall only be implemented to the extent that the parties have agreed in writing on each party's responsibilities, and liability for costs, if any, relating to such interim solution.

14.3 Subject to the provisions of 14.2 above, should any party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of sixty (60) calendar days, the other party may, at their sole discretion, cancel this Agreement forthwith by written notice.

15. DOMICILIA AND NOTICE

15.1 Each party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement.

SEC: Marked for the attention of

**The Commercial Services Manager
ESwatini Electricity Company, Head Office,
Eluvatsini House, Mhlambanyatsi Road,
Mbabane**

busisiwe.masangane@sec.co.sz



The Supplier: Marked for the attention of,

15.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail and must be hand delivered also.

15.3 Any party may by written notice to another party change its chosen address to another physical address which address must be within the Territory, provided that the change shall become effective on the fourteenth day after the receipt of the notice by the addressee:

15.3.1 Notice to a party contained in a correctly addressed envelope;

15.3.2 And delivered by hand to a responsible person during ordinary business hours at its chosen address, and

15.3.3 Any notice by e-mail to a party at its e-mail address shall be Deemed, unless the contrary is proved, to have been received within 8 hours of transmission where it is transmitted during normal business hours or within 2 (two) hours of the first Business Day after it is transmitted where it is transmitted outside those business hours.

16. NON-WAIVER OF RIGHTS

No failure or delay on the part of any party hereto in exercising any right or privilege hereunder, will operate as a waiver of, or impair any such right or privilege, nor will it preclude any further exercising of such right or privilege, nor the right to exercise any other right or privilege under this Agreement. No waiver of any right or privilege will have effect unless contained in a signed written document.

17. ASSIGNMENT/CESSION

Neither party shall assign or otherwise transfer the benefit or obligations or duties of this agreement to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld.



18. SEVERABILITY

In the event that any term or condition of this Agreement shall be held to be invalid, unlawful or unenforceable, the remaining terms and conditions shall remain in full force and effect. If any term or condition held to be invalid is capable of amendment in order to render it valid, the parties agree to negotiate an amendment to achieve validity.

19. AMENDMENT TO THE CONDITIONS OF THE AGREEMENT

This Agreement represents and constitutes the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to s. Neither party may amend any provision or condition of this Agreement unless such amendment is reduced to writing and executed by the parties.

20. NEGOTIATIONS

Matters not specifically provided for, which may arise in the operation of the contract shall be negotiated between the parties as and when they arise.

21. NO VARIATION

No latitudes to alterations, variations or consensual cancellations of this agreement and no additions to this agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

22. SURVIVAL

Notwithstanding termination of this agreement, any clause, which, from the context, contemplates on-going rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

23. GENERAL

23.1 This document constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.

23.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.



23.3 No indulgence, which any of the parties (“the grantor”) may grant to any other or others of them (“the grantee(s)”), shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee(s) which might have arisen in the past or which might arise in the future.

23.4 The parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

23.5 Save as is specifically provided in this Agreement, the Supplier shall not be entitled to cede or assign any of its rights or obligations under this Agreement without the prior written consent of the EEC.

23.6 Save as expressly agreed to by the parties, nothing contained in this Agreement shall allow any party to set off any amount due by it to another part.



ESWATINI ELECTRICITY COMPANY

TENDER NO.: 23 of 2018/19 – DESIGN AND SUPPLY OF LADIES CORPORATE WEAR

Signed For and on behalf of the Purchaser:

BY: _____
NAME SIGNATURE

DESIGNATION: COMMERCIAL SERVICES MANAGER

PLACE: _____ DATE: _____ 201__

As witnesses:

1. _____
NAME SIGNATURE

2. _____
NAME SIGNATURE



ESWATINI ELECTRICITY COMPANY

TENDER NO.: 23 of 2018/19 – DESIGN AND SUPPLY OF LADIES CORPORATE WEAR

Signed For and on behalf of the Supplier:

BY: _____
NAME SIGNATURE

DESIGNATION: _____

PLACE: _____ DATE: _____ 201__

As witnesses:

1. _____
NAME SIGNATURE

2. _____
NAME SIGNATURE

