

3.5 Payment Terms and Conditions

Payment will be affected on a monthly or annual basis against statements which should be delivered within 30 days before the elapse of the period of cover. Payment will be made within 30 days for the date of receipt of statement.

3.6 Exchange Rate

Currency fluctuations in the exchange rates between Emalangeni / Rand and the currencies used to purchase imported items quoted in the tender documents shall not affect the prices specified cover.

3.7 Breach of terms and conditions

In case the broker shall be in breach of any of the terms and conditions of this agreement.

3.8 Termination by ENPC

ENPC, may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the insured.

3.9 Resolution of Dispute

ENPC and the Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.10 Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the purchaser and the seller have been unable to resolve amicably a contract dispute be referred for adjudication or arbitration in accordance with the laws of Eswatini.

3.11 Contractor Liable for all Taxes, Duties, Fees, etc.

The Tenderer shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted service to the Insured.



TENDER BOND

FORM FOR TENDER BOND

WHEREAS Messrs

Of

(Name and address of Tenderer)

Hereinafter referred to as the “Tenderer” has on (Date)

Submitted his/her Tender/RFP for Company Strategy Consultancy Services.

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of forty-five (45) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between ENPC, represented by the Controlling Officer of ENPC and the Tenderer and notified to us by the ENPC.

NOW

WE,

(Name and address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the ENPC on first demand in writing and without reference to the Tenderer the sum of EMALANGENI TEN THOUSAND (E10, 000.00).



PROVIDED THAT

a) This Tender Bond remains valid, and

b) The ENPC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a Contract Agreement with the ESR per the RFP document.

This Tender Bond shall remain valid in the first instance until (calculated as Forty-Five (45) calendar days from the date of submission of the said Tender), and will be extended upon written application by the ENPC at least one (1) working day in advance of the last date of validity.

.....
(Authorised Signature) (Date)

.....
(Name of Signatory) (Seal/Stamp of Financial Institution)

..... (Position of Signatory)



4.0 DECLARATION OF ELIGIBILITY FORM

The bidder must provide a signed declaration in the following format in Company letterheads:

[Name of Bidder, Address, and Date]

TO: The Administrator

Eswatini National Petroleum Company

PO Box 8307

Mbabane H100

Eswatini

Dear Madam,

RE: RFP No: 07 of 2021/22 – PROVISION OF EXTERNAL AUDIT SERVICES

We, hereby declare that:

- a) We, have a legal capacity to enter into the contract;
- b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications



to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings;

d) We, do not have a conflict of interest in relation to the procurement requirement.

e) We, have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.

f) We, are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name): _____

Signature: _____ Date: _____

