



**REQUEST FOR PROPOSALS FOR THE PROVISION OF TECHNICAL AND
TRANSACTIONAL ADVISORY SERVICES FOR THE CONSTRUCTION OF THE
STRATEGIC FUEL RESERVE FACILITY IN ESWATINI**

RFP No.05 of 2024/25

EVENT	DATE
Release of RFP:	06 January 2025
Deadline for submission of enquiries	12 January 2025 close of business hours
Deadline for Proposals to be Received:	19 February 2025 at 1200 Hours

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1.0 LETTER OF INVITATION

PROVISION OF TECHNICAL AND TRANSACTIONAL ADVISORY SERVICES FOR THE CONSTRUCTION OF THE STRATEGIC FUEL RESERVE FACILITY IN ESWATINI

The Eswatini National Petroleum Company invites suitably qualified local and international, registered and reputable companies to tender for the provision of PROVISION OF TECHNICAL AND TRANSACTIONAL ADVISORY SERVICES FOR THE CONSTRUCTION OF THE STRATEGIC FUEL RESERVE FACILITY IN ESWATINI.

The Terms of Reference are accessible on a tender document and submissions must be accompanied by a payment of a non-refundable tender fee of E1000.00 to Eswatini National Petroleum Company (ENPC). Payments, referenced RFP 05 of 2024/25, should be made to the ENPC BANK ACCOUNT listed below.

Name	Eswatini National Petroleum Company
Bank	Standard Bank Eswatini
Account Number	9110005665992
Branch	Mbabane Branch
Branch Code	663164
SWIFT Code	SBICSZMXXX

- (i) The Closing date for the submission of the RFP is 19th February 2025 at 12:00 pm. Late, emailed, or faxed tenders will not be considered.
- (ii) Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to at procurement@enpc.co.sz

Submissions in response to this RFP must be delivered in a sealed envelope to the tender box at the ENPC Reception, PSPF Sibekelo Building 1, Second (2nd) floor, north wing, Mbabane clearly marked: **RFP 05 of 2024/5 – PROVISION OF TECHNICAL AND TRANSACTIONAL ADVISORY SERVICES FOR THE CONSTRUCTION OF THE STRATEGIC FUEL RESERVE FACILITY IN ESWATINI.**

- (iii) The tenders shall be opened on the 19th of February 2025, immediately after the cut-off time for submission and tenderers are allowed to attend the tender opening process. Tenderers who opt not to attend the tender opening session will not suffer

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- (iv) Tenderers whose proposals are proceeding to the financial evaluation shall be notified of the date and time set for the financial proposals opening following approval of the technical proposal evaluation report by the approval's authority.
- (v) Tenderers must submit 1 original tender document and 2 copies.

2.0 INTRODUCTION

a) Purpose of the RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms for the provision of combined Project Management Office (PMO) and Technical Advisory Services as well as Transactional Advisory Services for the Strategic Fuel Reserve Facility (SFRF) Project. This project is critical to ensuring the security of petroleum supply in the Kingdom of Eswatini by establishing a strategic fuel reserve facility that will meet the country's emergency fuel requirements for an extended period.

The selected service provider will work closely with the Eswatini National Petroleum Company (ENPC) to provide oversight on the project's Front-End Engineering Design (FEED), procurement, construction, and commissioning phases. The goal is to ensure that the project is executed efficiently, within budget, and according to the highest industry standards, while also complying with all regulatory requirements.

b) Background of ENPC

The Eswatini National Petroleum Company (ENPC) is a state-owned enterprise responsible for ensuring the security of petroleum supply in Eswatini. ENPC's mission is to manage and maintain the strategic fuel reserves, ensuring the availability of petroleum products in times of national emergency. .

With a focus on sustainability, innovation, and operational excellence, ENPC aims to be a leading organisation in the petroleum industry, contributing to the economic development of Eswatini while ensuring environmental stewardship.

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c) PROJECT OVERVIEW

The Strategic Fuel Reserve Facility (SFRF) Project is a landmark initiative undertaken by ENPC to ensure security of supply of petroleum products in Eswatini. The facility will have a total storage capacity of 80 million liters, accommodating diesel (D50) and unleaded petrol (LP95). Located in Phuzumoya, Lubombo Region, the SFRF will store a 60-day supply of fuel to safeguard against potential disruptions in supply chains.

The project involves the construction of state-of-the-art storage tanks, a truck yard with gantries, a rail siding, and supporting infrastructure including offices, mechanical systems, and firefighting facilities. The facility is strategically positioned near key transportation networks, enabling efficient distribution of fuel across the country.

The SFRF project is not only crucial for meeting the immediate fuel needs of Eswatini but also represents a significant step towards the country's long-term resilience of the petroleum industry. The project will be executed with a strong emphasis on safety, regulatory compliance, and environmental protection.

2.1 SCOPE OF WORK

a) General Overview

The Scope of Work (SoW) for this RFP covers comprehensive Project Management Office (PMO), Technical and Transactional Advisory services required to support the successful execution of the Strategic Fuel Reserve Facility (SFRF) project. The scope of work is divided into two main phases: the Pre-Development Phase and the Post-Tender and Construction Phase. The selected contractor will be responsible for providing oversight, technical expertise, and management throughout both phases to ensure the project is delivered on time, within budget, and in compliance with all relevant standards and regulations.

2.2 PRE-DEVELOPMENT PHASE

a) PMO Services: Pre-Development Phase

During the Pre-Development Phase of the Strategic Fuel Reserve Facility (SFRF) project, the Project Management Office (PMO) will play a crucial role in ensuring that the project is planned in detail, well-governed, and effectively communicated. The following outlines the key responsibilities of the PMO in this phase:

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b) Project Planning & Scheduling:

The PMO will develop a comprehensive project plan that clearly defines the project's scope, schedule, budget, and key milestones. This plan will ensure that every aspect of the Pre-Development Phase is carefully mapped out. Additionally, the PMO will be responsible for creating and maintaining a detailed project schedule, which will include specific timelines, dependencies, and resource allocations. This schedule will be continuously updated to reflect the most current project data and to ensure that all project activities are progressing according to plan.

c) Governance:

To maintain alignment with the strategic objectives of ENPC, the PMO will establish robust governance frameworks. These frameworks will include the development and implementation of policies, procedures, and reporting structures that provide clear guidance and accountability throughout the Pre-Development Phase. This governance structure will ensure that all project activities are conducted in accordance with ENPC's standards and strategic goals, promoting transparency and consistency in decision-making processes.

d) Cost Management:

Effective cost management is critical to the success of the Pre-Development Phase. The PMO will assist in developing and validating the project budget, ensuring that all financial aspects are accurately forecasted and aligned with the project's objectives. To maintain financial discipline, the PMO will implement cost control measures designed to monitor and manage project expenditures. These measures will be used to track spending against the budget, identify any potential cost overruns, and implement corrective actions as necessary to keep the project within its financial limits.

e) Risk Management:

Identifying and mitigating risks is essential to maintaining project momentum and avoiding unforeseen delays or challenges. The PMO will conduct a thorough risk assessment to identify potential risks associated with the Pre-Development Phase. Based on this assessment, the PMO will develop and implement mitigation strategies to address these risks proactively. Additionally, continuous risk monitoring will be carried out to detect any emerging issues early on, allowing for timely interventions to prevent risks from impacting the project's progress.

f) Communication Management:

Clear and effective communication is vital to the success of the Pre-Development Phase. The PMO will develop and execute a comprehensive communication plan that ensures all stakeholders are kept informed throughout the project. This plan will outline the channels, frequency, and content of communications, ensuring that all relevant parties receive timely and accurate information. The

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PMO will also provide regular updates to the Project Steering Committee, reporting on progress, risks, and any issues that may arise, thereby facilitating informed decision-making.

g) Documentation & Record Keeping:

Proper documentation and record-keeping are fundamental to maintaining project integrity and ensuring compliance with regulatory and organizational standards. The PMO will ensure that all project documentation during the Pre-Development Phase is organized, maintained, and easily accessible. This includes storing and managing documents related to project planning, governance, cost management, risk assessments, and communications. By maintaining comprehensive records, the PMO will provide a clear audit trail and ensure that all project information is readily available for review and reference.

h) Contract management

The Contract Manager is responsible for:

- Monitoring performance to ensure the contract outcomes are achieved
- Managing, addressing, and escalating contract and performance risks where required
- Identifying and addressing opportunities for continuous improvement
- Maintaining good relationships with the supplier
- Maintaining accurate, live data within the public authority's Contract Management System
- Scheduling regular contract management meetings;
- Communicating with stakeholders
- Providing reports to internal stakeholders as required (e.g. Performance Reports, regular contract reports, etc)
- Addressing issues and conflicts that may arise during the contract term;
- Assessing and (where required) seeking approval for any variations to the contract
- Ensuring all performance measuring tools i.e. documentation etc. are kept as per records management and internal audit requirements
- Ensuring all Procurement Activity and Reporting System requirements are met for this contract.

Upon preparing the Contract Management Reports, the Contract Manager is to refer to this Contract Management Plan and ensure the Plan is reviewed and updated as required to reflect any changes in circumstances during the operation of the contract.

i) Technical Advisory Services: Pre-Development Phase

The Technical Advisory Services during the Pre-Development Phase of the Strategic Fuel Reserve Facility (SFRF) project are integral to ensuring that the engineering and technical foundations of

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the project are sound, compliant, and aligned with industry standards. The following outlines the responsibilities of the Technical Advisory team in this phase:

j) Design Review and Validation:

The Technical Advisory team will undertake a thorough review of the existing designs, technical specifications, drawings, and Bills of Quantities (BoQs) prepared by the Engineering Consultant. This review will be conducted to ensure that all design elements are accurate, complete, and aligned with the project's objectives. Any necessary design updates identified during the review will be documented and communicated to the original designers or engineers for implementation. The team will oversee the execution of these updates, ensuring that all revisions are properly integrated into the project's design documentation.

k) Compliance Review:

Ensuring compliance with all relevant safety, environmental, and regulatory requirements is paramount during the Pre-Development Phase. The Technical Advisory team will rigorously assess all pre-development activities to verify that they conform to the applicable standards and regulations. This compliance review will cover a wide range of aspects, including design safety, environmental impact assessments, and adherence to local and international regulations. The team will work closely with the project stakeholders to address any compliance issues that arise, ensuring that the project proceeds without legal or regulatory impediments.

l) Quality Assurance:

The Technical Advisory team will implement robust quality assurance processes throughout the Pre-Development Phase to guarantee that all activities meet the highest standards. These processes will include regular audits, inspections, and reviews of the work being performed by the Engineering Consultant and other contractors. By maintaining stringent quality control measures, the team will ensure that all deliverables are consistent with the project's specifications and are free from defects or deficiencies.

m) Critical Studies Review:

In addition to the above responsibilities, the Technical Advisory team will review and provide expert advice on critical studies conducted during the Pre-Development Phase. These studies may include feasibility analyses, environmental impact assessments, and risk assessments, among others. The team will ensure that all necessary technical evaluations are completed and that the results are accurate and actionable. By rigorously assessing these critical studies, the Technical Advisory team will help to identify any potential issues early on, enabling the project to proceed with confidence into the subsequent phases.

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2.3 POST-TENDER AND CONSTRUCTION PHASE

PMO Services

a) Project Execution Oversight

Throughout the Post-Tender and Construction Phase, the Project Management Office (PMO) will play a vital role in monitoring the project's progress and performance against the established schedule. The PMO's responsibilities include continuously tracking milestones, identifying potential areas for optimization, and implementing strategies to ensure that the project stays on course. By maintaining a vigilant oversight, the PMO will help facilitate the timely delivery of all project milestones, thereby ensuring that the construction phase progresses smoothly and efficiently.

b) Cost Management

Effective cost management is crucial during the construction phase to prevent budget overruns and ensure the project's financial integrity. The PMO will be tasked with managing and controlling project costs, conducting regular reviews of financial performance, and providing detailed budget reports to stakeholders. These reports will highlight any variances from the budget, along with recommended actions to mitigate any potential financial risks. By maintaining strict cost control, the PMO will ensure that the project remains financially viable and within the allocated budget.

c) Risk Management

Risk management remains a continuous process during the Post-Tender and Construction Phase. The PMO will be responsible for identifying and assessing risks as they arise, implementing mitigation strategies, and monitoring the effectiveness of these strategies throughout the construction phase. This proactive approach to risk management will help to minimize the impact of unforeseen challenges on the project's timeline, budget, and overall success. By addressing risks promptly, the PMO will maintain the project's momentum and ensure that any potential disruptions are effectively managed.

d) Communication Management

Maintaining clear and consistent communication with all stakeholders is essential for the successful execution of the construction phase. The PMO will ensure that all stakeholders are regularly updated on the project's progress, any challenges encountered, and the steps being taken to address them. This ongoing communication will involve regular meetings, progress reports, and timely responses to any queries or concerns raised by stakeholders. By fostering open lines of communication, the PMO will ensure that all parties remain informed and aligned with the project's goals and objectives.

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e) Contract Management

The management of contracts during the construction phase is a critical responsibility of the PMO. The PMO will oversee all contractual agreements to ensure compliance with the terms and conditions set forth in each contract. This includes monitoring contractor performance to verify that all work is being completed to the required standards and within the agreed-upon timelines. In the event of any contractual disputes or issues, the PMO will work diligently to resolve them, ensuring that the project remains on track and that all contractual obligations are met.

f) Documentation & Record Keeping

Accurate and thorough documentation is essential throughout the construction phase to ensure transparency and accountability. The PMO will be responsible for organizing and maintaining all project documentation, including as-built drawings, contracts, financial records, and final reports. This documentation will serve as a comprehensive record of the project's progress and will be critical for project audits, future reference, and the final handover process. By maintaining detailed records, the PMO will ensure that all project activities are well-documented and easily accessible for review.

2.4 TECHNICAL ADVISORY SERVICES

a) Construction Monitoring and Supervision

During the construction phase, the Technical Advisory team will provide crucial technical supervision to ensure that all construction activities adhere to the approved design specifications and safety standards. This supervision will focus on critical construction milestones, where adherence to design and quality standards is paramount. The team will closely monitor the construction and commissioning activities, ensuring that all work is carried out to the highest standards of quality and safety, thereby supporting the successful delivery of the project.

b) Compliance and Quality Assurance

Ensuring compliance with safety, environmental, and regulatory requirements is a key responsibility of the Technical Advisory team. The team will review the contractors' quality management plans to ensure that they conform to the design criteria, industry standards, and project specifications. This includes continuous monitoring of compliance with safety protocols, environmental regulations, and adherence to the project's Hazard and Operability Studies (HAZOP). By maintaining rigorous quality assurance processes, the Technical Advisory team will help to ensure that the project meets all required standards and passes all necessary inspections.

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c) Change Management

Change is an inevitable part of any construction project, and managing these changes effectively is crucial to the project's success. The Technical Advisory team will manage and document any changes to the project scope, schedule, or budget that occur during the construction phase. This includes assessing the impact of proposed changes and ensuring that all changes are thoroughly evaluated and approved by the relevant stakeholders before implementation. Effective change management will help to minimize disruptions and ensure that the project remains aligned with its original objectives.

d) Final Deliverables Review

As the project nears completion, the Technical Advisory team will play a critical role in reviewing and approving all final deliverables, including engineering reports, design documents, and technical compliance records. This review will ensure that all project deliverables meet the required standards and are ready for the final handover. Additionally, the team will support the final handover process, including the review of completion certificates and all necessary documentation to ensure a smooth transition to the project's operational phase.

e) Defects Liability Management

After the construction phase is complete, the Technical Advisory team will oversee the administration of the defect's liability period. This involves monitoring for any defects that may arise, ensuring their timely resolution, and coordinating the issuance of defects liability certificates once all issues have been addressed. Effective management of this period is crucial to ensuring the long-term success and durability of the project, providing assurance that all construction work meets the highest standards of quality and performance.

2.5 PROJECT TIMELINES

a) Project Schedule

The Strategic Fuel Reserve Facility (SFRF) project will be executed through a carefully structured timeline, ensuring that each phase of the project is completed efficiently and in alignment with the overall project objectives. The project schedule encompasses the Pre-Development Phase, the Post-Tender and Construction Phase, and the Final Handover. Each phase has been planned to ensure that all critical activities are completed on time, minimizing delays and ensuring a seamless transition from one phase to the next.

During the Pre-Development Phase, the focus will be on detailed design, tender documentation preparation, and initial budget and risk assessments. This phase is expected to commence

immediately upon the appointment of the Project Management Office (PMO) and Technical

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Advisory team and will continue through the finalization of tender documents and the selection of an Engineering, Procurement, and Construction (EPC) contractor.

The Post-Tender and Construction Phase will begin once the EPC contractor has been appointed. This phase will cover all construction activities, including site preparation, procurement of materials, construction of storage tanks and ancillary facilities, installation of mechanical and electrical systems, and commissioning of the facility. The timeline for this phase is structured to allow for continuous monitoring, quality assurance, and compliance checks, ensuring that the construction progresses according to plan.

The Final Handover phase will involve a thorough review of all project deliverables, completion of the defect's liability period, and the formal handover of the facility to ENPC for operational use. This phase will also include the issuance of all final documentation, including as-built drawings, compliance certificates, and defects liability certificates.

b) Key Milestones

The successful execution of the SFRF project will be marked by the achievement of several critical milestones. These milestones represent significant points of progress and will serve as indicators of the project's advancement toward completion. The first key milestone is the appointment of the PMO and Technical Advisory Team, which signifies the formal engagement of the project management and technical advisory services that will oversee the Pre-Development and Construction phases of the project.

Following this, the completion of the Pre-Development Phase is another critical milestone. This stage concludes with the finalization of all design reviews, tender documentation, and the selection of the EPC contractor, thus paving the way for the commencement of construction activities. Once construction begins, the commencement of on-site activities, including site preparation and the erection of storage tanks and associated infrastructure, marks a significant milestone, as it signals the tangible start of project execution on the ground.

As construction progresses, the completion of storage tanks and mechanical systems represents a major milestone. This involves the successful construction and installation of all major components of the facility, including storage tanks, mechanical systems, and firefighting equipment, which are essential for the operational functionality of the facility. Following the construction phase, the commissioning of the facility is a crucial milestone. This process involves the testing of all systems and components to ensure they are fully operational and meet the required specifications.

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Finally, the project will reach its conclusion with the Final Handover to ENPC. This milestone represents the official handover of the fully operational Strategic Fuel Reserve Facility to ENPC, marking the conclusion of the project and the beginning of its operational phase. This final stage will involve a thorough review of all project deliverables, ensuring that all aspects of the pr

2.6 SCOPE OF FACILITIES

ENPC is currently working towards commencement of the construction of the Strategic Fuel Reserve Facility (SFRF) at the **82 hectares site** in Phuzumoya, Lubombo Region. The construction of the SFRF, which is an **80 million litre** capacity storage facility is expected to commence during 2024/25 and to be completed after 30 months. The site is located on Farm 1050 in Phuzumoya. It is 10 kilometres east of Siphofaneni in the eastern part of Eswatini. The facility will store **60 days'** worth of product. Consequently, the product and storage capacity are as follows:

a) PRODUCT & STORAGE CAPACITY:

- 4 x 10,000 m³ D50;
- 4 x 10,000 m³ ULP;
- 2 x 2,000 m³ Ethanol;
- 10 x 12.5 m³ Additive Tanks
- Additive Dosing by Fuel/Oil Companies

b) TRUCK YARD GANTRIES & RAIL SIDING:

- Inbound: Road 60% / Rail 40% (D50 and ULP) / Road 10 % (Ethanol)
- Outbound: Road 60% / Rail 40%
- Rail Siding with adequate decanting facilities
- Staging capacity of 32 vehicles (8 hours by 4 bays at 1 hours per truck)

c) OFFICES/STRUCTURES:

- 200m² Administration Block with adequate car parking for staff & visitors
- MCC/Service Room
- Guard Houses

2.7 MECHANICAL SYSTEM & FIRE FIGHTING:

- Pump House inclusive of water storage tanks, diesel tanks and foam tanks

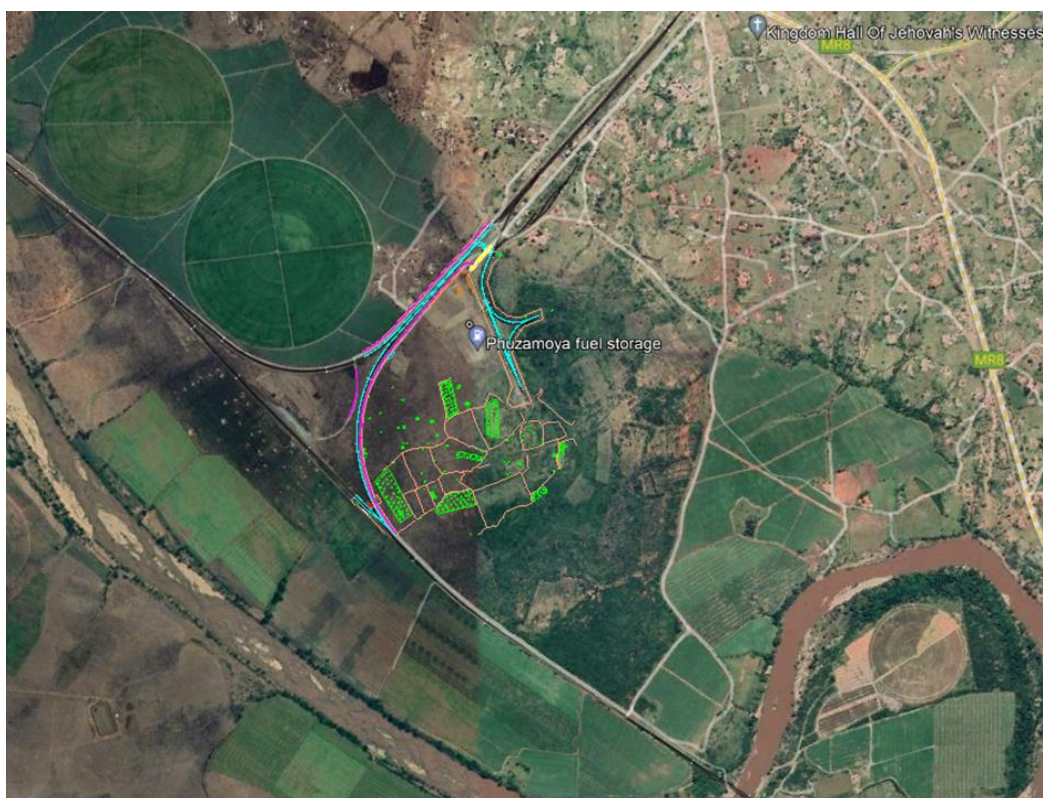
• Fire Hydrant Ring Main & Premix Manifolds

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2.8 PROJECT SITE SERVICES:

- **Access Road & Site Security:** The site is accessible using a paved road off MR8. There is a security fence around the entire site and ENPC provide 24-hour security at the security gate.
- **Rail:** The site is located near the Phuzumoya railway station, including staff housing. The site is bound by the rail line to the north and an additional defunct railway line to the east, which was previously used by the transporting sugar cane.
- **Utilities/Bulk Services:** Power and Telecommunication Overhead Lines provide the required services for the nearby railway station and other properties. Water services are available for the nearby railway station, but there are currently no sewer services near the project site.



2.9 PROPOSAL SUBMISSION REQUIREMENTS

a) Required Documentation

To facilitate a comprehensive evaluation of the proposals, submitting firms are required to provide detailed documentation that covers both technical and commercial aspects of their proposal. The Technical Proposal should clearly articulate the methodology, scope understanding, and approach that the firm intends to take in providing the requested services. This section should demonstrate a deep understanding of the project requirements and a clear strategy for achieving the project's

objectives
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In the Commercial Proposal, firms must provide a detailed cost breakdown that includes all anticipated expenses associated with delivering the project. This should also include payment terms and any proposed contract conditions that the firm wishes to negotiate. The commercial proposal should be transparent and detailed to allow for an accurate assessment of the financial viability of the submission.

Additionally, firms are required to submit a Company Profile that highlights their relevant experience with similar projects. Key Personnel information must be provided, including the CVs and specific roles of the proposed team members who will be responsible for both the PMO and Technical Advisory services. This ensures that the evaluation committee can assess the qualifications and expertise of the individuals who will be directly involved in the project.

Compliance Documents are also necessary to ensure that the proposing firm meets all legal, financial, and regulatory requirements. These documents should include certifications, financial statements, and any other relevant compliance records that demonstrate the firm's ability to operate within the required legal and regulatory frameworks.

3.0 ENPC ASSISTANCE IN PROVIDING RELEVANT INFORMATION

ENPC will make available to the successful Consultant all available data documents that will have a bearing on the contract. Any conclusions made based on this data shall be the sole responsibility of the service provider.

4.0 EVALUATION OF BIDS

The proposals accepted by closing date shall be subjected to three (3) stages of the evaluation process, namely;

- i. Preliminary examination evaluation-pass/fail basis.
- ii. Technical Evaluation-80 points
- iii. Financial Proposal-20 points

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4.1 Preliminary examination

Tenderers are to submit current and valid below-listed documents;

DESCRIPTION	YES/NO
A. Responsiveness of Tender (Yes / No)	
<p>Required documentation to be submitted or their equivalent.</p> <ul style="list-style-type: none"> a) Original and Valid Tax Compliance Certificate This is a document issued by government department responsible for collecting government taxes which provides for information about the status of the company in relation to adherence to a requirement that a company pays taxes to government. b) Certificated copy of valid Trading License is a document issued to restrict the people to control business location from doing any kind of business activity from the residential areas. c) Certified copy of a valid Labour Compliance Certificate Is a document issued by a department of government responsible for labour, which confirms whether the company adheres to labour law of its country of origin or not. d) Copy of current Form J, stamped by the Registrar of Companies (This is a form for confirmation and alterations for company directors and members of the company. e) Copy of valid Form C, stamped by the Registrar of Companies. (This is a form showing annual return of a company having a share capital) f) Certified copy of valid ENPF Certificate - is a document issued by a department of government of state own enterprise responsible social contributions/responsibilities/obligations by a company towards its employees, confirming whether such requirements are adhered to or not. g) Copies of IDs of Shareholders as listed in Form J h) Current Police Clearance for all Company Directors i) Audited Financial Statements for the last (2) years. j) Proof of purchase. k) Certified copy of certificate of Construction Industry Council (CIC) registration l) Certified copy of certificate of the Registration Council for Architects, Engineers, Surveyors & Allied Professionals (AESAP) or the Engineering Council of South Africa (ECSA) or equivalent 	

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4.2 TECHNICAL CRITERIA

	CRITERION	TOTAL
1	Specific Experience of The Consultants (Company) Relevant to The Assignment	20
a)	Experience of the Consulting Company relevant to the Assignments (Some indication of the magnitude, diversity and complexity of Projects undertaken in the recent 10 years past including proof of having executed, international experience will be preferred).	20
b)	Provide contactable references x3	5
2	Adequacy of The Proposed Methodology and Work Plan in Responding to The Terms of Reference	35
a)	Technical Approach and Methodology	15
b)	Work Plan	10
c)	Quality Assurance	5
d)	Safety Health Environmental Risk and Quality Systems	5
3	Key Professional Staff Qualifications and Competence for The Assignment	35
a)	Transactional Lead Advisor (minimum ACCA, CFA, CIMA plus 10 years relevant experience in corporate finance & transactional experience)	10
b)	Technical Advisor Lead (minimum Bachelor's Degree in Civil/Mechanical/Chemical Engineering plus 10 years relevant experience in petrochemical/energy industry, project management)	10
c)	Support Consultants matching the scope of works – minimum First Degrees for CA, Business Analyst, Financial Expert, Civil/Mechanical/Chemical Engineers (with 5 or more years' experience in petrochemical/energy industry and membership with relevant professional bodies).	10
d)	Legal and Tax Structuring – LLB Degree/Taxation Law (with 10 years or experience in Legal and Tax Structuring)	5
e)	Degree to which ownership of business vests with Eswatini citizen	5
4	TOTAL SCORE	100
	Minimum Technical Score to Pass	75

4.3 Evaluation criteria for financial proposals:

The following evaluation formulae shall be used in the allocation of financial evaluation score:

- Lowest evaluated Financial Proposal (**Fm**) is given the maximum financial score (**Sf**) of 100.
- Formula for determining the financial scores (**Sf**) of other Proposals was as follows:

$$Sf = 100 \times Fm / F$$

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Technical proposals must be submitted separately from financial proposal, each wrapped in a separately sealed envelope and clearly marked 'technical proposal' and 'financial proposal', respectively.

Final Evaluation

The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the consultant with the highest score shall be recommended for award.

The weights to be used for the evaluation are as follows:

- Technical – 80%
- Financial – 20%

8. INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

8.1 General

The tenderers attention is drawn to the following notes, which **IF NOT COMPLIED WITH MAY CAUSE THE TENDER TO BE REJECTED.**

8.2 Compliance with Instructions

The tender shall be submitted in accordance with the following Instructions as detailed below.

8.3 Completion of tender Documents

The tender documents shall be completed as issued to the tenderer. The tender shall be signed and witnessed, and all information required filled in by the tenderer.

8.4 Summary Prices/ Price list

The tenderers must insert their price list or summary sheet including all delivered prices of all products specific to ENPC. The prices must include all costs.

8.5 Authority of tender

The tender must be signed by a duly authorized representative and the evidence to that effect should be provided in a form of a Board Resolution or Power of Attorney.

8.6 Alterations and Modifications

Tenders shall be completed and submitted as printed. No alterations or modifications shall be made to the tender documents. Tenderers shall use the original tender documents, failure to

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comply, will disqualify the tenderer. Tenderers shall comply entirely with the terms of the tender documents.

8.7 Modifications and Withdrawal of Proposals by consultants

The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the Procuring Entity prior to the deadline for its submission. A withdrawal notice may also be sent by email but followed by a signed confirmation copy. A Tenderer's representative shall initial Tender changes or modifications in black ink. No Tender may be modified after the deadline for submission of Tenders. No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of its validity.

8.8 Errors

There shall be no erasing, correction fluid or over writing. Any mistake made shall be neatly cancelled and initialled by the tenderer.

8.9 Tender Bond

N/A

8.10 Qualified Tenders

- a. A tender will be considered fully responsive if it contains no conditions and / or qualifications.
- b. Tenderers who choose to include conditions and / or qualifications must also include an assessment of the implications such conditions and/or qualifications may or will have in terms of quality of service/product(s), time constraints and cost. A failure to comply with this requirement shall result in the tender being rejected.
- c. Tenderers shall be notified in writing of any condition and / or qualification that is unacceptable to Eswatini National Petroleum Company (ENPC). The Tenderer shall be afforded an opportunity to withdraw such condition and / or qualification if it has no material bearing on the terms and conditions of this instruction document.

ENPC reserves the right to only consider tenders that have no conditions and / or qualifications.

8.11 Release of tender Bond

N/A

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8.12 Issuing of Additional Documents

If for any reason during the tender period it becomes necessary to vary the tender documents, an addendum will be issued to all tendering Tenderers (for this reason Tenderers' address, telephone, E-mail and contact person should be left with ENPC when documents are collected).

8.13 Incomplete Tenders

Tenderers must complete all required information to the tender. Tenders which are incomplete (i.e., leaving blanks and or not supplying information as required will **NOT** be considered.

8.14 Services Required

Eswatini National Petroleum Company considers quality of service very important as poor-quality service has a lot of hidden operational costs which in-turn cost ENPC a lot of money. Failure to adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in ENPC tenders.

8.15 Language of Tender

All correspondence shall be in English.

8.16 Laws of Eswatini

Tendering Companies are advised to familiarize themselves with the Laws of Eswatini e.g., Procurement Act, customs, immigration, taxation, and labour laws.

8.17 Tender Validity Period

Tenders shall remain valid and open for acceptance for ninety (90) days from the date of Tender opening.

8.18 Currency

The Tenders shall be priced in Emalangeni. Payment to the successful tenderer will be in Emalangeni only.

8.19 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders, Eswatini National Petroleum Company is not bound to accept the lowest priced or any tender.

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8.20 Expenses of Tender

ENPC will not be responsible for the expenses, which may be incurred by the Tenderer in the preparation of the Tender.

8.21 Tender Price Summary

Tenderers must present their financial proposal separate from the technical proposal and failure to do so shall cause the tender to be rejected. Both financial proposal envelope and technical proposal envelope must have the tenderers' company name clearly marked on the separate envelopes.

8.22 Submission of Tender

The Tenderer must return tender documents consisting of the following "or their equivalent" for international companies:

- ✓ A VALID ORIGINAL TAX COMPLIANCE CERTIFICATE equivalent for foreign registered companies
- ✓ COPY OF VALID LABOUR COMPLIANCE CERTIFICATE equivalent for foreign registered companies
- ✓ Certified copy of valid EWATINI NATIONAL PROVIDENT FUND CERTIFICATE equivalent for foreign registered companies
- ✓ Certified copy of valid A CURRENT COPY OF TRADING LICENSE equivalent for foreign registered companies
- ✓ COPY OF THE CERTIFICATE OF INCORPORATION equivalent for foreign registered companies
- ✓ ARTICLES OF ASSOCIATION equivalent for foreign registered companies
- ✓ Certified copy of valid FORM J equivalent for foreign registered companies
- ✓ Certified copy of valid FORM C equivalent for foreign registered companies
- ✓ A VALID POLICE CLEARANCE (WITHIN 3 MONTHS OF ISSUING) OR AFFIDAVIT OF NON-CONVICTION FOR COMPANY DIRECTORS
- ✓ DECLARATION OF ELIGIBILITY FORM SIGNED
- ✓ RECEIPT/PROOF OF PAYMENT FOR PURCHASE OF TENDER DOCUMENT
- ✓ AUDITED FINANCIAL STATEMENTS (past two 2 financial years)
- ✓ POWER OF ATTORNEY
- ✓ CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE equivalent for foreign registered companies

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✓ **CERTIFIED COPY OF CIC REGISTRATION CERTIFICATE**
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✓ CERTIFIED COPY OF AESAP/ECSA REGISTRATION CERTIFICATE OR EQUIVALENT

No later than the date specified in the tender notice by hand to ENPC at the ENPC Reception, PSPF Sibekelo Building 1, Second (2nd) floor, north wing, Mbabane. For companies not based in Eswatini, where a listed document does not exist in their country, equivalent documents shall, as much as possible be submitted. The documents should be forwarded in a plain sealed envelope bearing the **Tender Number** and **Tender title** on the top- left hand corner and must not bear any name or mark, which would identify the Tenderer.

8.23 Contact Person at Eswatini National Petroleum Company

Information concerning the tender document can be obtained from: Mr Gcina Simelane, P. O. Box 8307, Mbabane, Eswatini. Telephone: (+268) 3440 1231/2404 9471; Emails can be sent to: procurement@enpc.co.sz

8.24 Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

8.25 Notice of Intention to Award Contract

An intention to award notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores shall be communicated to all tenderers who submitted tenders. The notice of intention to award will be sent and published to the ESPPRA website at least 10 working days before the contract award.

Instructions as part of the Contract

The above-mentioned instructions will form part of the contract.

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{Location, Date}

To: The Chief Executive Officer
Eswatini National Petroleum Company
P.O. Box 8307
Mbabane
H100

Dear Sir,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity and/or may be sanctioned by ESPPRA.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet
- (c) We have no conflict of interest in in relation to the procurement requirement.
- (d) We meet the eligibility requirements as stated in the technical criterion, and we confirm our understanding of our obligation to abide by the Public Procurement Act in regard to corrupt and fraudulent practices.
- (e) *[Note to Procuring Entity: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Entity.]*
- (F) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated on the contract.
- (h) We understand that the Procuring Entity is not bound to accept any Proposal that the Procuring Entity receives.

Yours sincerely,

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Authorized Signature (In full and initials)



Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in Emalangen):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Emalangen):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

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Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

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FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

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FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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-
1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

 2. **Name of Firm** [Insert name of firm proposing the staff]: _____

 3. **Name of Staff** [Insert full name]: _____

 4. **Date of Birth:** _____ **Nationality:** _____

 5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

 6. **Membership of Professional Associations:** _____

 7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: _____

 8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

 9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

 10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

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Employer:

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

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Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

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FORM FIN - 2 SUMMARY OF COSTS

1. Item	Costs			
	[Indicate Foreign Currency # 1] ¹	[Indicate Foreign Currency # 2] ¹	[Indicate Foreign Currency # 3] ¹	[Indicate Local Currency]
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

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FORM FIN - 3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² _____	Description:³ _____			
2. Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

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9. CONDITIONS OF CONTRACT

9.1 Definition

“Purchaser” is Eswatini National Petroleum Company (ENPC).

“Days” refer to calendar days.

9.2 General conditions and notices

Any notice or other communication whatsoever which ENPC is required to give or make to the Tenderer in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Tenderer at the last place of abode or business of the Tenderer and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

9.3 Tenderer not to sublet the contract.

The contract shall be considered as a contract made in Eswatini and subject to the “Law of Contract” in Eswatini. The Tenderer shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract without the previous consent in writing of ENPC.

9.4 Variations

The price per item shall not be subject to any adjustment whatsoever during the contract period.

9.5 Payment Terms and Conditions

Payment will be effected 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 from the date of receipt of invoice.

9.6 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.

9.7 Breach of terms and conditions

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

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9.8 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.

9.9 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.

9.10 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.

9.11 Consultant 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.

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10. 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 CHIEF EXECUTIVE OFFICER

Eswatini National Petroleum Company

PO Box 8307

Mbabane H100

Eswatini

Dear Sir,

RE: Tender No:5 of 2024/25 – REQUEST FOR PROPOSALS FOR THE PROVISION OF TECHNICAL AND TRANSACTIONAL ADVISORY SERVICES FOR THE CONSTRUCTION OF THE STRATEGIC FUEL RESERVE FACILITY IN ESWATINI

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: _____

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11. FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal]

The tenderer must provide a signed declaration in the following format in company letterheads:

[Name of tenderer, Address & Date]

To: The Chief Executive Officer
Eswatini National Petroleum Company
P.O. Box 8307
Mbabane
H100

Dear Sir,

RE: Tender No:5 of 2024/25 – REQUEST FOR PROPOSALS FOR THE PROVISION OF TECHNICAL AND TRANSACTIONAL ADVISORY SERVICES FOR THE CONSTRUCTION OF THE STRATEGIC FUEL RESERVE FACILITY IN ESWATINI, the undersigned declare that;

I offer to provide the above services in conformity with the Request for Proposal at:

a) total value of (Numerical – specify currency)_____

words (_____)

b) A detailed financial proposal is attached;

c) The proposal will be valid for a period of (numerical)_____

(words)_____ calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.

d) I understand that you are not bound to accept any proposal that you receive;

Yours Sincerely

Authorized signature: _____

Full Name: _____

Title of Signatory: _____

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