



The Kingdom of Eswatini  
Eswatini Agriculture Development Fund (EADF)

## Request for Proposal (RFP) Document

For

## Procurement of Accounting and Finance Consultancy Services

<b>Subject of Procurement:</b>	<b>Accounting and Finance Consultancy Services</b>
<b>Procurement Reference Number:</b>	<b>EADF 003- 2023/24</b>
<b>Date of Issue:</b>	<b>24 January 2024</b>
<b>Participation [<i>International or National</i>]:</b>	<b>National [only]</b>

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## PREFACE

This Tendering Document for Procurement of Small Consultancy Services has been prepared by the Eswatini Agriculture Development Fund (EADF) to be used for the procurement of Services.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices”.

This Tendering Document for Procurement of Consultancy services assumes that no prequalification has taken place before Tendering.

This tender document shall **NOT** be sold to potential consultant(s).

Those wishing to submit comments or questions on this Tendering Document or to obtain additional information are encouraged to contact:

The Director  
Eswatini Agriculture Development Fund  
Ministry of Agriculture Headquarters, P.O. Box 162  
Mbabane  
**ESWATINI**  
[howardveli@yahoo.com](mailto:howardveli@yahoo.com)

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## Standard Request for Proposals Document

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# Standard Invitation to Consultants

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## Standard Invitation to Consultants



**ESWATINI**

**GOVERNMENT**

**MINISTRY OF AGRICULTURE**

**TELEPHONE:** 2404 2731-9  
**FAX:** 2404 8700

P O BOX 162  
MBABANE

**24 January 2024**

**To: All Eligible Firms**

### **Invitation to proposal for Provision of Accounting and Finance Consultancy- EADF 003-2023/24**

1. The Eswatini Agricultural Development Fund (EADF) has allocated funds to be used for the acquisition of consultancy to **set up robust accounting and finance systems to ensure efficient management and utilization of its financial resources. The main objective of this consultancy is to design, implement, and train EADF staff on accounting and finance systems that will enhance transparency, accountability, and effective financial management within the organization.**
2. The Entity invites sealed proposals for the provision of the above services.
3. Tendering will be conducted in accordance with the method of short listing of Consultants without publication of an expression of interest contained in the Government of Eswatini's Public Procurement Act, the Regulations and the procedures described in Part 1: Proposal Procedures.
4. This letter of invitation is addressed to all qualifying Consultants/Consultancy firms:
5. You may obtain further information at the address given below at 8(a) from 0830hrs to 1600hrs.
6. Proposals must be delivered to the address below at 8(c) at or before 1430hrs and 15 February 2024. All proposals must be accompanied by a proposal securing declaration which must be valid until (01, July 2024)]. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 8(c) at 1430hrs and 15 February 2024.
7. There shall be an **optional** pre-proposal meeting on the dates indicated in the proposed schedule in this notice.
8. Address and contact details

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#### **RFP for Consultancy Services without publication of a notice of Expression of Interest**

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## Standard Invitation to Consultants

(a)	Clarification and additional information at: <b>[not compulsory]</b>	<i>Head Office, Ministry of Agriculture Building, 476 Umlilo Street, Mbabane, 31 January, 2024, 1430hrs</i>
(b)	Tenders must be delivered to:	<i>Head Office, Ministry of Agriculture Building, 476 Umlilo Street, Mbabane, 15 February, 2024, 1430hrs.</i>
(c)	Address of proposal opening:	<i>Head Office, Ministry of Agriculture Building, 476 Umlilo Street, Mbabane, 15 February, 2024, 1430hrs</i>

9. Upon publication of the tender invitation, interested firms must inform us:

- (a) that you note the tender invitation; and
- (b) whether you will submit a proposal alone or in association.

10. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Issue of invitation to tender letter	24 January 2024
b. Pre-proposal meeting	<i>31 January 2024, MoA Conference Room, 1430hrs</i>
c. Proposal closing date	<i>15 February 2024</i>
d. Evaluation process	<i>(Within 2 working days (17 February 2024) from proposal closing date for technical evaluation and 4 working days (19 February 2024) from opening of technical proposals for financial evaluation)</i>
e. Display and communication of best evaluated Consultant(s) notice	<i>(Within 5 working days from Entity Tender Board/Relevant approval of evaluation report)</i>
f. Contract Signature	<i>(After expiry of at least 10 working days from display of Notice of Tender Results)</i>

11. Any queries should be addressed to “**Director EADF**” at the address given above, [7 working days] before tender closing date.

Signature:

Name: Howard V. Mbuyisa

Position of Authorised Official: **EADF Director**

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# Standard Invitation to Consultants

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# Part 1: Proposal Procedures

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## Section 1: Instructions to Consultants

Procurement Reference Number: EADF 003-2023/24

**Preparation of Proposals:** You are requested to submit separate technical and financial proposals, as detailed below. The standard forms in this RFP may be retyped for completion but the Consultant is responsible for their accurate reproduction.

You are advised to carefully read the complete Request for Proposals document, including the Special Conditions of Contract in Part 3: Contract, before preparing your proposal.

Where an electronic copy of the Request for Proposals Document is issued, the paper or hard copy is the original version. In the event of any discrepancy between the two, the hard copy shall prevail

**Preparation of Technical Proposals:** Technical proposals should contain the following documents and information:

1. The Technical Proposal Submission Sheet in this Part;
2. A brief methodology for performing the services;
3. A work plan, showing the inputs of all key staff;
4. CV's of key staff;
5. A summary of your experience in similar assignments;
6. The documents evidencing your eligibility, as listed below.

**Preparation of Financial Proposals:** Financial proposals should contain the following documents and information:

1. The Financial Proposal Submission Sheet in this Part;
2. A copy of the breakdown of Lump Sum Price form in this Part for each currency of your proposal, showing all costs for the assignment, broken down into fees and reimbursable and miscellaneous costs;

**Validity of Proposals:** Proposals must remain valid until 01 July 2024.

**Sealing and marking of Proposals:** The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Consultant's name, the name of the EADF and either "Technical Proposal" or "Financial Proposal" as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Consultant's name and the name of the EADF. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected and bear a warning not to open before the time and date for proposal opening.

**Modification or withdrawal of proposals:** a tender maybe modified or withdrawn prior to submission deadline of tenders without forfeiting its tender security unless stipulated in the invitation documents. The modification or withdrawal notice shall be effective if received by the EADF before the submission deadline.

**Submission of Proposals:** Proposals should be submitted to the address below, no later than the date and time of the deadline below. Any proposal received by the EADF after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consultant.

Date of deadline: 15 February, 2024.

Time of deadline: 1430hrs (*local time*).

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## Part 1: Proposal Procedures

Address: Head Office *Ministry of Agriculture Building, 476 Umlilo Street, Mbabane, 1430hrs*, EADF Offices.

Opening of Proposals: Technical Proposals will be opened in public by the EADF at the time, date and address shown above for submission of proposals. Financial Proposals will be kept unopened and the evaluation committee shall have no access to financial information until the technical evaluation is concluded.

Evaluation of Proposals: The evaluation of Proposals will use the methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Proposals on a pass/fail basis;
2. Technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant proposal (s); and
3. Financial comparison to compare costs of the eligible, compliant, responsive proposal (s) received and to determine the best evaluated proposal.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria and Documents required to provide evidence of eligibility: You are required to meet the following criteria to be eligible to participate in public procurement:

	<b>Eligibility Requirement</b>	<b>Documentary Evidence to be Provided by the Consultant(s)</b>
(a)	The Consultant(s) has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year
(b)	The Consultant(s) is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A written declaration signed by the authorised representative of the Consultant(s)  Or Any other sufficient evidence
(c)	The Consultant(s) has fulfilled its obligations to pay taxes	Original and valid Tax Compliance Certificate issued by Tax Regulator
(d)	The Consultant(s) has fulfilled its obligations to social security contributions	Labour Compliant Certificate
(e)	The Consultant(s) adheres to basic labour legislation	Eswatini National Provident Fund Compliance Certificate
(f)	The Consultant(s) does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the Consultant(s)

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## Part 1: Proposal Procedures

(g)	The Consultant(s), or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	A written declaration signed by the authorised representative of the Consultant(s)
(f)	The Consultant(s) is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] <sup>1</sup> , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	A written declaration signed by the authorised representative of the Consultant(s)

**Nationality of Personnel:** All personnel employed under any resulting contract shall have the nationality of an eligible country as defined in the Special Conditions of Contract. Any related supplies or works purchased under any resulting contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

**Technical Criteria:** Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

<b>Specific Experience</b>	<b>10 points</b>
<ul style="list-style-type: none"> <li>Designing organisational financial management systems and procedures [8 or more years]</li> </ul>	6
<ul style="list-style-type: none"> <li>Capacity building and providing support service on financial management [6 or more years]</li> </ul>	4
<b>Methodology Proposed</b>	<b>35 points</b>
<ul style="list-style-type: none"> <li>Demonstration of understanding assignment tasks and risks that may affect delivery</li> </ul>	5
<ul style="list-style-type: none"> <li>Defined approach /steps to deliver each output</li> </ul>	15
<ul style="list-style-type: none"> <li>Work plan with timeframes for delivery of outputs</li> </ul>	15
<b>Key Personnel</b>	<b>45 points</b>
<ul style="list-style-type: none"> <li>Finance Senior expert [8 years or more in the field(organisational finance Management and systems</li> </ul>	20

<sup>1</sup> Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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## Part 1: Proposal Procedures

<i>design) plus postgraduate degree in in finance or related field</i>	
<ul style="list-style-type: none"> <li>• <i>Finance Expert [4 years or more as a finance Consultant] with a degree in finance</i></li> </ul>	15
<ul style="list-style-type: none"> <li>• <i>Back-up team and support facilities to be provided</i></li> </ul>	10
<b>Participation by Nationals</b>	<b>10 points</b>
<ul style="list-style-type: none"> <li>• <i>Percentage of swazi citizens in the team composition</i></li> </ul>	100%=10
<b>Total:</b>	<b>100 points</b>

The minimum technical score required to pass the technical evaluation is 75 points.

The share of technical capacity to deliver the tender shall make up 80% of the overall evaluation score.

### Financial Criteria:

The lowest priced proposal shall be given a financial score of one hundred [100] and other proposals shall be given a financial score which is inversely proportional to the lowest evaluated price. That is,  $[\text{lowest price} / \text{lowest price} (100) = 100\%]$ , for lowest priced tender and  $[\text{lowest price} / \text{tender y price} (100) = x\%]$  for subsequent tenders

The share of financial efficiency to deliver the tender shall make up 20% of the overall evaluation score

**Currency:** Proposals may be priced in Eswatini Lilangeni (SZL) or any other freely convertible currency and in up to two currencies. The currency of evaluation will be SZL / ZAR. Proposals in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Central Bank of Eswatini on the date of the submission deadline.

**Best Evaluated Proposal:** The best evaluated proposal shall be ranked as the highest (sum of technical and financial score) and shall be recommended for award of contract. The EADF shall issue a Notice Tender Award indicating name of the best evaluated tenderer, value of the proposed contract and scores within 5 working days from the decision of the Tender Board to award a contract, place such Notice on its notice board for the prescribed period, copy the Notice to all Consultants and to the Government's Agency for publication procurement website, for ten days [10] prior to proceeding with contract award.

**Award of contract:** Award of contract shall be by placement of an Agreement in accordance with Part 3: Contract. The EADF shall not award a contract to the best evaluated Consultant(s) until the lapse of ten days after the date of display of the Notice of Best Evaluated Consultant(s).

**Right to Review:** Consultants may seek administrative review by the Controlling Officer in accordance with the Public Procurement Act if they are aggrieved with the decision of the Procuring Entity.

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### **Standard Tender Document for Consultancy Services**



## Part 1: Proposal Procedures

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Right to Reject: The EADF reserves the right to accept or reject any proposal or to cancel the procurement process and reject all proposals at any time prior to awarding the contract, without incurring any liability to Consultant (s).

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# Part 1: Proposal Procedures

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## SUPPLEMENTARY INFORMATION FOR CONSULTANTS

### Proposals

1. Proposals should include the following information:

a) Technical Proposals

- (i) Curriculum Vitae of Consultant.
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last three years.
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The Consultant's comments, if any, on the data, services, and facilities to be provided by the Procuring Entity indicated in the Terms of Reference (TOR).

b) Financial Proposals

The financial proposals should be given in the form of Financial Proposal Submission Sheet.

2. The proposals shall be submitted in *[one]* original and *[two]* copies.

3. Contract Negotiations

The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart or table, which will indicate periods in months /weeks and reporting schedule. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

4. Review of reports

A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

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# Part 1: Proposal Procedures

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## FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

### Key Qualifications:

*[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]*

### Education:

*[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]*

### Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]*

### Languages:

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]*

### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

**Date:** *Day/Month/Year*

*[Signature of Consultant]*

**Full name of Consultant:** \_\_\_\_\_

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## Part 1: Proposal Procedures

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### ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST [5] YEARS

1. Outline of recent experience on assignments of similar nature:

No.	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

# Part 1: Proposal Procedures

## DECLARATION OF ELIGIBILITY

*[The Consultant(s) must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]*

[>>>Name of Consultant(s), Address, and Date>>>]

To: [>>>Procuring Entity, Address, and Date>>>]

Dear Sirs,

Re: Procurement Reference Number:.....

I/We hereby declare that:-

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) I/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) I/We have fulfilled our obligations to pay taxes
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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;
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_  
(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Part 1: Proposal Procedures

### Section 2: Technical Proposal Submission Sheet

*[Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your technical proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.]*

Proposal Addressed to (Procuring Entity):	
Date of Technical Proposal:	
Procurement Reference Number:	
Subject of Procurement:	

I/We offer to provide the services described in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

I/We confirm that I/we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

I/We, including any subcontractors or consultants for any part of the contract resulting from this procurement process are registered with the \_\_\_\_\_.  
*[Consultants who are not registered or whose subcontractors are not registered should amend the statement to reflect their status].*

I/We have signed and undertake to abide by the Code of Ethical Conduct for Consultant(s) and Providers attached during the procurement process and the execution of any resulting contract;

My/Our proposal shall be valid until \_\_\_\_\_ *[insert date, month and year]* and it shall remain binding upon us and may be accepted at any time before or on that date;

I/We enclose a separately sealed financial proposal.

#### Technical Proposal Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

*(DD/MM/YY)*

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

#### RFP for Consultancy Services without publication of a notice of Expression of Interest

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# Part 1: Proposal Procedures

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## CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANT(S) AND PROVIDERS

### 1. Ethical Principles

Consultant(s) and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
  - i. the laws of Eswatini; and
  - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

### 2. Standards

Consultant(s) and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

### 3. Conflict of Interest

Consultant(s) and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Consultant(s) and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

### 4. Confidentiality and Accuracy of Information

- (1) Information given by Consultant(s) and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

### 5. Gifts and Hospitality

Consultant(s) and providers shall not offer gifts or hospitality directly or indirectly, to staff of a EADF that might be viewed by others as having an influence on a government procurement decision.

### 6. Inducements

- (1) Consultant(s) and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Consultant(s) and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

### 7. Fraudulent Practices

Consultant(s) and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the EADG;

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#### Standard Tender Document for Consultancy Services



## Part 1: Proposal Procedures

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- (f) withholding information from the EADF during contract execution to the detriment of the EADF.

I ..... agree to comply with the above code of ethical conduct in business.

-----  
**AUTHORISED SIGNATORY**

-----  
**NAME OF CONSULTANT**

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## Part 1: Proposal Procedures

### Section 3: Financial Proposal Submission Sheet

*[Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in the currency or currencies permitted in the instructions above.]*

Proposal Addressed to (Procuring Entity):	
Date of Financial Proposal:	
Procurement Reference Number:	
Subject of Procurement:	

The total price of our proposal is: \_\_\_\_\_ .

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

#### Financial Proposal Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## Part 1: Proposal Procedures

### Breakdown of Lump Sum Price

[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorise the rates quoted in the signature block below.]

Procurement Reference Number: \_\_\_\_\_

Purchase Order Serial Number: \_\_\_\_\_

[Purchase Order Serial Number to be completed in the event of award of contract only]

CURRENCY OF COSTS: \_\_\_\_\_

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
<b>TOTAL:</b>				

REIMBURSABLE AND MISCELLANEOUS COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
<b>TOTAL:</b>				

**TOTAL LUMP SUM PRICE IN CURRENCY:** \_\_\_\_\_

#### Breakdown of Lump Sum Price Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

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## Part 2: Statement of Requirements

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### Part 2: Statement of Requirements

#### Terms of Reference

Procurement Reference Number: EADF 003-2023/24

#### Part 1. Background

The Eswatini Agriculture Development Fund (EADF) is established in terms of Section 41 of the Public Finance Management Act (PFMA) of 2017, which provides for the establishment of special purpose funds in the country. The EADF have specific regulations for applying the resources of the Fund to support the Eswatini National Agricultural Investment Plan (ENAIIP) priorities as informed by the Sector Development Plan Agreement (SDPAs). To ensure technical efficiency and alignment with the agriculture sector's strategy in the deployment of the funds, the EADF will be placed under the supervision of the Minister for Agriculture. The overall purpose of the Eswatini Agriculture Development Fund (EADF) is to transform the agriculture sector in Eswatini by providing catalytic incentives and investments to stimulate growth in farming and active private sector participation in agricultural value chains. The EADF, which is set up as the primary financial tool by the Government of Eswatini (GoE) to intervene in the agricultural sector, has the following specific objectives:

- a) Catalyse investments along potentially transformative value chains through de-risking investments by private sector players and farmers.
- b) Provide a special purpose vehicle for strategic investments by the GoE in public infrastructure to catalyse further value chain investments by farmers and the private sector.
- c) Mobilise additional financial resources for investment in the country's agriculture sector from domestic and international sources; and,
- d) Streamline financial investments in agricultural value chains by all players, including the GoE Ministries, state institutions, private sector and development partners.

#### Part 2. The Services:

##### Area 1:

Design and implement a suitable accounting and financial management software/system that meets the specific needs of EADF, taking into account the fund's size, complexity, and reporting requirements.

##### Area 2:

Develop financial policies and procedures to guide the fund's financial operations, including budgeting, expenditure control, cash management, and financial reporting.

##### Area 3:

Provide training to EADF staff on the use of the new accounting and finance systems, ensuring that they have the requisite skills to effectively utilize the systems in their day-to-day operations.

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## Part 2: Statement of Requirements

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### Area 4:

Support the customization and configuration of the chosen accounting software to align with EADF's chart of accounts, reporting requirements, and internal control needs.

### Area 5:

Provide guidance on best practices for financial record keeping, documentation, and compliance with relevant accounting standards and regulations.

### Part 3. Facilities to be provided by the EADF Entity

The consultant is expected to work offsite for most of the duration of the project and only visit the EADF offices for consultation purposes. The EADF will provide a Board Room for meetings and consultations. For purposes of deploying and installation of the accounting system, the consultant will work with other vendors providing connectivity and networking services.

### Part 4. Contract duration and fees

#### (a) Duration of initial contract

The contract will be for a duration of 60 working days from the date of signing of contract.

#### (b) State whether contract is on a lump-sum or time-based

Fees shall be negotiated with the consultant and paid on a phased approach as per delivery by the consultant time based.

#### (c) Payment

Payment shall be made per deliverable in accordance with the table below.

Deliverable	Percentage Paid
Proposal and Assessment Report	10%
Accounting System Installation	50%
Policies and Procedure Manuals	25%
Staff Training	15%

### Part 5. Deliverables

#### a) Detailed assessment report:

Detailed assessment report highlighting the current state of EADF's accounting and finance systems, with identified gaps and recommendations for improvement.

#### b) Proposal:

Proposal outlining the recommended accounting and finance software/system options, including cost estimates, technical specifications, and implementation timelines.

#### c) Accounting / Finance System

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#### Standard Tender Document for Consultancy Services



## Part 2: Statement of Requirements

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Customized and fully configured accounting and finance software/system tailored to EADF's specific needs and requirements.

**d) Policies and Procedures:**

Financial policies and procedures manual detailing the accepted accounting practices, internal controls, and compliance guidelines to be followed within EADF.

**e) Staff Training:**

Training materials and documentation for EADF staff, including user manuals, training modules, and support resources related to the new accounting and finance systems.

**f) After service support**

Ongoing technical support and guidance to address any issues arising from the implementation of the new accounting and finance systems.

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## Part 3: Contract

### Part 3: Contract

#### Section 5: General Conditions of Contract

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Consultancy Services (available on request) except where modified by the Special Conditions below.

#### Section 6: Special Conditions of Contract

Procurement Reference Number: \_\_\_\_\_

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC clause reference	Special Conditions of Contract
<b>Eligible Countries</b> GCC 1.2 (e)	All countries are eligible, unless as a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits any import of Supplies from that country or any payments to persons or entities in that country.
<b>Authorised Representatives</b> GCC 4.4	The Authorised Representatives are: For the EADF: __ The Director- EADF _____ for the Consultant: _____
<b>Governing Law</b> GCC 5.1	The Contract shall be governed by the Laws of Eswatini.
<b>Notices</b> GCC 7.1	For <b>notices</b> , the Procuring Entity's address shall be: Attention: _____ EADF Director _____ Street Address: _ Umlilo Street _____ Floor/Room number: __ MoA Headquarters _____ Town/City: __ Mbabane _____ P. O. Box: __ 162 _____ Country: __ Eswatini _____ Telephone: _+268 2404 2731 _____ Facsimile number: _+268 2404 8700 _____ Electronic mail address: _howardveli@yahoo.com _____ For <b>notices</b> , the Consultant's address shall be: Attention: _____ Street Address: _____ Floor/Room number: _____ Town/City: _____ P. O. Box: _____ Country: _____ Telephone: _____

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#### Standard Tender Document for Consultancy Services





## Part 3: Contract

GCC clause reference	Special Conditions of Contract
	Facsimile number: _____ Electronic mail address: _____
<b>Commencement GCC 8.1</b>	The Consultant shall commence the Services within _____ after the date of the Contract.
<b>Dispute Resolution GCC 17.2</b>	The formal mechanism for dispute resolution shall be the Arbitration Act of Eswatini.
<b>Completion Period GCC 18.1</b>	The period for the completion of the Services shall be: _____60 days_____
<b>Payment GCC 22.1</b>	The Contract is a _____ (Lump Sum or Time Based Contract).
<b>Payment Documentation GCC 24.1</b>	The following documentation shall be required to support invoices requesting payments: __1. Description of deliverable as per TORs <b>2. Company name and bank account details</b> _ <b>3. A signed letter by the firm confirming that the services have been performed in accordance with the terms and conditions of this Contract, and the costs being billed are true and correct and have not been previously paid.</b>
<b>Payment Schedule GCC 25.1</b>	The payment schedule shall be: _____
<b>Payment Period GCC 27.1</b>	Payments shall be made by the EADF within thirty days of receipt and certification of invoices accompanied by the supporting documents specified in GCC 24.1.
<b>Insurance to be taken out by the Provider GCC 40.1</b>	The Consultant shall take out and maintain the following insurance coverage: (i) Third Party motor vehicle: (ii) Third Party liability: (iii) Employer's liability and workers' compensation: (iv) Professional liability: (v) Loss or damage to equipment and property: (vi) Other:

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## Part 3: Contract

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### Section 7: Agreement

# Agreement

## For Lump Sum/Time Based Contracts

Procurement Reference No: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter called "Procuring Entity"), \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Consultant").

#### WHEREAS

- (a) the Procuring Entity has requested the Consultant to provide certain consultancy services (hereinafter called the "Services") as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

**NOW THEREFORE** the parties hereto agree as follows:

1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Entity shall pay the Consultant the Contract Price of \_\_\_\_\_ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by \_\_\_\_\_ (Authorised Representative of the Procuring Entity)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:



## Part 3: Contract

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Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (Authorised Representative of the  
Consultant)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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## Part 4: Tender Securing-Declaration

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### Proposal-Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*  
Tender No.: *[number of Tendering process]*  
Alternative No.: *[identification No if this is a Tender for an alternative]*

To: *[complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will be suspended from being eligible for Tendering in any contract with the Procuring Entity by the Eswatini Public Procurement Regulatory Agency for the period of *one [1] to five [5] years*, if we are in breach of our obligation(s) under the Tender conditions, as per section 55 and 56 of the Public Procurement Act of 2011.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Tender Securing Declaration]*

Name: *[complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[date of signing]*  
Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]*

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#### Standard Tender Document for Consultancy Services



## Part 4: Tender Securing-Declaration

Annexure: 1

# General Conditions of Contract for the Procurement of Consultancy Services

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# General Conditions of Contract for the Procurement of Consultancy Services

## A General Provisions

### Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- “Consultant” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Consultant.
- “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
- “Contract Documents” means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
- “Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.
- “Day” means working day. “Month” means calendar month.
- “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- “Foreign Currency” means any currency other than Swaziland Lilangeni.
- “GCC” means the General Conditions of Contract.
- “Local Currency” means Swaziland Lilangeni.
- “Lump sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.
- “Member,” where the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities; and “Member in Charge” means the entity authorised to act on all the Members behalf in exercising all the Consultants’ rights and obligations towards the Procuring Entity under the Contract and named in the SCC.
- “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- “Personnel” means persons engaged by the Consultant or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside Eswatini; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside Eswatini; and “Key Personnel” means those Personnel that are regarded by the Consultant as essential to the successful completion of the Services and related tasks.
- “Procuring Entity” means the entity purchasing the Services, as specified in the Agreement.
- “SCC” means the Special Conditions of Contract.

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“Services” means the professional or specialised Services to be performed by the Consultant as described in the contract and shall include consultancy Services.

“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Consultant.

“Time based contract” means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.

1.3 The word “Government” shall mean the Government of the Kingdom of Eswatini.

1.4 If the context so requires it, singular means plural and vice versa.

1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring Entity and the Consultant.

### Corrupt Practices

2.1 It is the Government of Eswatini’s policy to require that Procuring Entities, as well as Consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Eswatini:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- b) will debar a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

2.2 The Consultant shall permit the Government of Eswatini to inspect the Consultant’s accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the Government of Eswatini, if so required by the Government.

2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring Entity may terminate a Contract in accordance with GCC Clause 0 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Consultant, during the procurement or the execution of that contract.

### Confidential Information

3.1 The Procuring Entity and the Consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in

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- connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Consultant under the Contract.
- 3.2 The Procuring Entity shall not use such documents, data, and other information received from the Consultant for any purposes unrelated to the contract. Similarly, the Consultant shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and Services required for the performance of the Contract.
- 3.3 The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:
- (a) the Procuring Entity or Consultant need to share with any institution participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 3.4 The provisions of GCC Clauses 3.1 and 3.2 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Services or any part thereof.
- 3.5 The provisions of GCC Clauses 3.1 and 3.2 shall survive for a period of two years from completion or termination, for whatever reason, of the Contract.

### **B The Contract**

#### **Contract Documents**

- 4.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Consultant's Proposal as amended by clarifications,
  - (c) Special Conditions of Contract,
  - (d) General Conditions of Contract,
  - (e) Statement of Requirements,
  - (f) Minutes of negotiations if any,
  - (f) any other document listed in the SCC as forming part of the Contract.
- All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.
- 4.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

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- 4.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring Entity or the Consultant may be taken or executed by the authorised representatives specified in the SCC.
- 4.5 The Contract constitutes the entire agreement between the Procuring Entity and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### Governing Law

- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of Eswatini unless otherwise stated in the SCC.

### Language

- 6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 6.2 The Consultant shall bear all costs of translation to the governing and all risks of the accuracy of such translation.

### Notices

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.
- 7.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

### Commencement of Services

- 8.1 The Consultant shall commence the Services within the time period specified in the SCC after the date of signature of the Agreement.

### Assignment

- 9.1 The Procuring Entity or the Consultant shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

### Subcontracting

- 10.1 The Consultant shall request approval in writing from the Procuring Entity for all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Consultant of any of its obligations, duties, responsibilities or liability under the Contract.
- 10.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 35.

### Contract Amendments

- 11.1 The Procuring Entity may at any time request the Consultant through notice in accordance with GCC Clause 7, to make changes to the Contract by agreement to an Amendment of Contract.

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- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Consultant's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Date, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment must be asserted within twenty-eight days from the date of the Consultant's receipt of the Procuring Entity's notice.
- 11.3 Prices to be charged by the Consultant for any related or additional Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.
- 11.4 An Amendment to Contract shall be signed by both Parties following agreement to the proposed changes required and shall make adjustments for the impact on the Contract Price, completion period or any other condition.

### Change in Laws

- 12.1 Unless otherwise specified in the Contract, if after the date of the Request for Proposals Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Eswatini or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contracts amendment or a price adjustment in accordance with GCC Clause 32.

### Force Majeure

- 13.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 13.2 Force Majeure shall not include:
- any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
  - any event which a diligent Party could reasonably have been expected to both:
    - take into account from the effective date of the Contract; and
    - avoid or overcome in the carrying out of its obligations.
  - insufficiency of funds or failure to make any payment required hereunder.
- 13.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 13.4 A Party affected by an event of Force Majeure shall take all reasonable measures to:

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- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
  - (b) minimise the consequences of any event of Force Majeure.
- 13.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 13.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.
- 13.7 Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

### Suspension of Assignment

- 14.1 The Procuring Entity may, by written notice of suspension of the assignment to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:
- (a) specify the nature of the failure; and
  - (b) request the Consultant to remedy such failure within a period not exceeding thirty days
- after receipt by the Consultant of such notice of suspension.

### Termination

- 15.1 The Procuring Entity may, by not less than thirty days written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 15.1 (a) to (h), terminate the Contract if:
- (a) the Consultant fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 14 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
  - (b) the Consultant becomes, or if any of the Consultant's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;
  - (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
  - (d) the Consultant submits to the Procuring Entity a statement which has a material effect on the rights, obligations or interests of the Procuring Entity and which the Procuring Entity knows to be false;

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- (e) the Consultant is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
  - (f) the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
  - (g) the Consultant, in the judgment of the Procuring Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or
- 15.2 The Consultant may, by not less than thirty days written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 15.2 (a) to (d) terminate the Contract if:
- (a) the Procuring Entity fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to GCC Sub-Clause 23.2 within forty-five days after receiving written notice from the Consultant that such payment is overdue;
  - (b) the Procuring Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach;
  - (c) the Consultant is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
  - (d) the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 15.3 If either Party disputes whether an event specified GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### Cessation of Rights and Obligations or Services

- 16.1 Upon termination of the Contract pursuant to GCC Clause 15, or upon completion of the Services pursuant to GCC Clause 18 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
  - (b) the obligation of confidentiality set forth in GCC Clause 3;
  - (b) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
  - (c) any right which a Party may have under the Governing Laws.
- 16.2 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 7, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, by GCC Clause 44.

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### Settlement of Disputes

- 17.1 The Procuring Entity and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration Act of the laws of Eswatini or such other formal mechanism specified in the SCC.

### Completion Period of the Services

- 18.1 The period for the completion of the Services shall be specified in the SCC. The completion period shall be counted from the date of the commencement of the Services.

## C Obligations of the Procuring Entity

### Provision of Information and Assistance

- 19.1 The Procuring Entity shall supply the Consultant with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring Entity at the end of the period of the Contract.
- 19.2 The Consultant may request the assistance of the Procuring Entity to obtain copies of laws, regulations, and information on local customs, orders or bylaws of Eswatini, which may affect the Consultant in the performance of its obligations under the contract. The Procuring Entity may charge the Consultant for such assistance.
- 19.3 Subject to the provisions of the laws and regulations on foreign labour in Eswatini, the Procuring Entity shall make every effort to facilitate the Consultant in obtaining all required visas and permits, including work and residence permits, for the personnel whose services the Consultant and the Procuring Entity consider necessary as well as residence permits for their families.
- 19.4 The Procuring Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 19.5 The Procuring Entity shall use its best efforts to ensure that the Government shall:
- facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
  - exempt the Consultant and the Personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of Eswatini;
  - provide to the Consultant, Sub-contractors and Personnel any such other assistance as may be specified in the SCC.
- 19.6 The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Statement of Requirements at the times and in the manner specified in the Statement of Requirement.

### Provision of Counterpart Staff

- 20.1 If so provided in the SCC, the Procuring Entity shall make available to the Consultant, as and when provided in the Contract, and free of charge, such counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be

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specified in the Contract. Counterpart Personnel shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

- 20.2 If counterpart Personnel are not provided by the Procuring Entity to the Consultant where specified in the Contract, the Procuring Entity and the Consultant shall agree:
- how the affected part of the Services shall be carried out; and
  - the additional payments or time, if any, to be granted by the Procuring Entity to the Consultant as a result thereof.
- 20.3 Counterpart personnel are not liable for the poor performance of the Consultant.

### D Payment

#### Contract Price and Currency

- 21.1 The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing:
- the total amount payable for a Lump Sum contract; or
  - the maximum amount for a Time Based contract.
- 21.2 Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.
- 21.3 The Contract Price may only be changed as provided for in GCC Clause 0.

#### General Payment Procedure

- 22.1 The provisions of this Clause apply to all contracts subject to these GCC. Additional provisions at GCC Clause 30 or 31 shall apply as follows:
- the provisions of GCC Clause 30, Option 1 shall apply to Lump Sum contracts;
  - the provisions of GCC Clause 31, Option 2 shall apply to Time Based contracts.
- The type of contract applicable is stated in the SCC.
- 22.2 In consideration of the Services performed by the Consultant under the Contract, the Procuring Entity shall make to the Consultant such payments in such manner as is provided by the Contract.

#### Invoice Procedure

- 23.1 The Procuring Entity shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. The Procuring Entity shall certify or reject such requests for payment within five days from receipt.
- 23.2 Where such payment requests are rejected, the Procuring Entity shall promptly advise the Consultant of the reasons for rejection.
- 23.2 The Procuring Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring Entity shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments.

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### Documentation to Support Invoices

24.1 Invoices shall be accompanied by the documentary requirements specified in the SCC.

### Payment Schedule

25.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.

### Advance Payment Guarantee

26.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.

26.2 Should the advance payment guarantee cease to be valid and the Consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring Entity from future payments due to the Consultant under the contract.

26.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Consultant.

### 27 Payment Terms

27.1 Unless otherwise specified in the SCC, payments shall be made by the Procuring Entity, no later than thirty days after submission and certification of a request for payment by the Consultant.

### 28 Final Statement and Payment

28.1 A final payment shall be made against submission by the Consultant of a final statement, identified as such and approved by the Procuring Entity. The final statement shall be deemed approved by the Procuring Entity ninety working days after receipt by the Procuring Entity unless the Procuring Entity, within this period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the deliverables or the final statement.

28.2 Any amount which the Procuring Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Consultant to the Procuring Entity within thirty days after receipt by the Consultant of a notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve months after receipt by the Procuring Entity of a final statement approved by the Procuring Entity.

28.3 Upon termination of the Contract pursuant to GCC Clauses 15, the Procuring Entity shall make the following payments to the Consultant:

- (a) fees for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to GCC Clauses 15.1(a) to (d) and 15.1(g) to (h) reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

### 29 Accounts

29.1 All payments under the Contract shall be made to the accounts of the Consultant specified in the Invoice.

### 30 Option 1 - Payments in respect of Lump Sum remunerated Contracts

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- 30.1 The Contract Price shall be a fixed total lump-sum including all Personnel costs, Sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the Consultant in carrying out the Services described in the Contract.
- 30.2 Total payments under this Contract shall not exceed the Contract Price.
- 30.3 The Contract Price shall be claimed in lump-sum instalments against deliverables specified in GC Clause 25 and in accordance with the documentary requirement stated in GC Clause 0.

### 31 Option 2 - Payments in respect of Time Based remunerated Contracts

- 31.1 The Consultant's total remuneration shall not exceed the Contract Price stated in the Agreement.
- 31.2 The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached 80% of the Contract Price.
- 31.3 Separate invoices shall be submitted for fees and for reimbursable expenditure.
- 31.4 Fees for the Personnel shall be claimed in accordance with the documentary requirement stated in GC Clause 0.
- 31.5 Fees for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services or such other date as the Parties may agree in writing. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract and subject to such additional provisions as are set forth, in the SCC.
- 31.6 Reimbursable expenditures shall include costs actually and reasonably incurred by the Consultant in the performance of the Services and are specified in the Contract.

### 32 Price Adjustments

- 32.1 Prices charged by the Consultant for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

### 33 Taxes and Duties

- 33.1 Except as otherwise specifically provided in the SCC, the Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities, both within and outside Eswatini, in connection with the provision of the Services to be supplied under the Contract.
- 33.2 If any tax exemptions, reductions, allowances or privileges may be available to the Consultant in Eswatini, the Procuring Entity shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.
- 33.3 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in Eswatini (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Consultant, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

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### E Obligations of the Consultant

#### 34 Obligations of the Consultant

- 34.1 The Consultant shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 34.2 The Consultant shall submit to the Procuring Entity the reports and other deliverables, specified in the Contract.
- 34.3 The Consultant shall respect and abide by all laws and regulations in force and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Consultant shall indemnify the Procuring Entity against any claims and proceedings arising from any infringement by the Consultant, its employees and their dependants of such laws and regulations.
- 34.4 The Consultant shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.
- 34.5 The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:
- a) appointing any member of the Personnel that are not named in the Contract;
  - b) entering into a subcontract that is not specified in the Contract, for the performance of any part of the Services, it being understood that the Consultant shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
  - (c) any other action that may be specified in the SCC.

#### 35 Eligibility

- 35.1 The Consultant and its Subcontractors shall have the nationality of an eligible country. A Consultant or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 35.2 The Consultant and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries.

#### 36 Joint Venture, Consortium or Association

- 36.1 Unless otherwise specified in the SCC, if the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract. The joint venture, consortium, or association shall designate one party to act as the Member in Charge with authority to bind the joint venture, consortium, or association and to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under the Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
- 36.2 The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity. Any alteration of the composition of the joint venture, consortium or association without the prior written consent of the Procuring Entity shall be considered to be a breach of contract.

#### 37 Code of Conduct

- 37.1 The Consultant shall at all times act loyally and impartially and as a faithful adviser to the Procuring Entity in accordance with the rules and/or codes of conduct of its profession. It shall, in particular, refrain from making any public statements concerning the Services without the prior approval of the Procuring Entity, and from engaging in

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any activity which conflicts with its obligations towards the Procuring Entity under the contract. It shall not commit the Procuring Entity in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

- 37.2 For the period of execution of the contract, the Consultant and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Eswatini.

### 38 Conflict of Interests

- 38.1 The Consultant shall refrain from any relationship which would compromise its independence or that of its Personnel. If the Consultant fails to maintain such independence the Procuring Entity may terminate the contract in accordance with the provision contained in the GCC Clause 15.
- 38.2 The Consultant shall after the conclusion or termination of the Contract, be limited in its role in connection with the project and shall not be permitted any further involvement in the provision or procurement of works, supplies or further Services other than a continuation of the Services, for any project resulting from or closely related to the Services.
- 38.3 The Consultant shall not engage, and shall cause their Personnel and Subcontractors not to engage, either directly or indirectly, in any of the following activities:
- during the term of the Contract, any business or professional activities in Eswatini which would conflict with the activities assigned to them under the Contract; and
  - after the termination of the Contract, such other activities as may be specified in the SCC.
- 38.4 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 38.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Procuring Entity.

### 39 Indemnification

- 39.1 At its own expense, the Consultant shall indemnify, protect and defend, the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.
- 39.2 At its own expense, the Consultant shall indemnify, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's failure to perform its obligations provided that:
- the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
  - the ceiling on the Consultant's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Consultant's wilful misconduct;

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- (c) the Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 39.3 The aggregate liability of the Consultant to the Procuring Entity shall not exceed the total contract value or such other amount specified in the SCC.
- 39.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- the Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or
  - the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Procuring Entity.
- 39.5 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

### 40 Insurance to be taken out by the Consultant

- 40.1 The Consultant shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring Entity as shall be specified in the SCC.
- 40.2 The Consultant shall at the Procuring Entity's request, provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained.

### 41 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

## F Performance of the Services

### 42 Scope of Services

- 42.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 42.2 The Services shall be performed at such locations as are specified in the Contract and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Procuring Entity may approve.

### 43 Specifications and Designs

- 43.1 The Consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Procuring Entity and taking into account the latest design criteria.
- 43.2 The Consultant shall ensure that any specifications and designs and all documentation relating to procurement of Works, Supplies and Services are prepared on an impartial basis so as to promote competitive Bidding.

### 44 Property of Deliverables

- 44.1 All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and software containing data and information compiled, prepared and

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furnished by the Consultant for the Procuring Entity under the Contract shall become and remain the absolute property of the Procuring Entity. The Consultant shall deliver all such documents to the Procuring Entity on completion or termination of the Contract. The Consultant may retain a copy of such reports, data and software and any restrictions about the future use of such reports, data or software shall be specified in the SCC.

- 44.2 Equipment and materials made available to the Consultant, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity. Upon completion of the Contract, the Consultant shall make available an inventory of such items and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant shall ensure the items are insured at the expense of the Procuring Entity in an amount equal to their full replacement value.

### 45 Extensions of Time

- 45.1 If at any time during performance of the Contract, the Consultant or its subcontractors should encounter conditions impeding timely completion of Services pursuant to GCC Clause 13, the Consultant shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Procuring Entity may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

### 46 Consultant's Personnel

- 46.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Consultant shall be responsible for the quality of the Personnel.
- 46.2 If required by the Contract, the Consultant shall ensure that a resident project manager, acceptable to the Procuring Entity, takes charge of the performance of the Services.
- 46.3 The Services shall be carried out by the Personnel specified in the Contract for the period of time indicated therein. The title, job description, and estimated period of engagement of each of the Consultant's Key Personnel shall be listed in the Contract.
- 46.4 The Key Personnel and Sub-contractors listed by title/position and by name in the Contract are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data. If the Procuring Entity does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Procuring Entity.
- 46.5 The Consultant may with the prior approval of the Procuring Entity make minor adjustments to the periods of input for Key Personnel as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments do not cause the payments made under the contract to exceed the Contract Price.
- 46.6 Adjustments with respect to the periods of engagement of Key Personnel which shall cause the total contract payments to exceed the Contract Price shall only be made with the Procuring Entity's written approval.
- 46.7 If additional work is required beyond the Statement of Requirements specified in the Contract, the estimated periods of engagement of Key Personnel set forth in the Contract may be increased by agreement in writing between the Procuring Entity and the Consultant, provided that any such increase shall not, except as otherwise agreed in

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writing, cause payments under the Contract to exceed the Contract Price specified in the Agreement.

### 47 Working Hours of the Personnel

47.1 Working hours and holidays for Key Personnel are set forth in the Contract. To account for travel time, foreign Personnel carrying out Services inside Eswatini shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Eswatini.

47.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave unless otherwise specified in the SCC. Except as specified in the Contract, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in the Contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

### 48 Replacement of Personnel

48.1 The Consultant shall not make changes in the Personnel without the prior written approval of the Procuring Entity. The Consultant must on its own initiative propose a replacement in the following cases:

- a) in the event of death, illness for an extended period or in the event of accident of a member of Personnel.
- b) if it becomes necessary to replace a member of Personnel for any other reasons beyond the Consultant's control (e.g. resignation, etc.).

48.2 The Procuring Entity may request a replacement with a written and justified request if in the course of performance, it considers that a member of the Personnel does not perform its duties satisfactorily under the contract.

48.3 Where a member of Personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid for the replacement cannot exceed that paid for the member of Personnel who has been replaced. Where the Consultant is unable to provide a replacement with equivalent qualifications and/or experience, the Procuring Entity may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept a replacement with lesser qualifications, provided that the fees of the latter are reduced to reflect the appropriate remuneration level.

48.4 Additional costs incurred in the replacement of Personnel are the responsibility of the Consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the Procuring Entity may ask the Consultant to assign to the project temporary personnel pending the arrival of the new personnel, or to take other measures to compensate for the temporary absence of the missing personnel. The Procuring Entity shall make no payment for the period associated with the Personnel's absence while the position is not filled.

### 49 Medical and Insurance arrangements

49.1 For the period of execution of the contract, the Consultant shall obtain medical insurance for its Personnel. The Procuring Entity shall be under no liability in respect of the medical expenses of the Consultant.

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