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***REQUEST FOR PORPOSALS***  
***FOR***  
**The Provision of CONSULTING SERVICES FOR JOB  
RECRUITMENT**

**Procurement NO: NO. 04 OF 2023/2024**

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# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

**Subject: RECRUITMENT OF HEAD OF MARKETING, ACCOUNTANT AND  
PRODUCT DEVELOPMENT MANAGER FOR ETA**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under *CONSULTING SERVICES FOR JOB RECRUITMENT* for *ESWATINI TOURISM AUTHORITY* which could form the basis for future negotiations and ultimately, a contract between you and *ESWATINI TOURISM AUTHORITY*.
2. The purpose of this assignment is to:
  - a) Advertise HOM, PDM and Accountant vacancies in the print media
  - b) Receive the applications.
  - c) Shortlisting
  - d) Conduct the interviews for both positions.
  - e) Make recommendation of the suitable candidates to the Board.
3. The following documents are enclosed to enable you to submit your proposal:
  - (a) the Terms of Reference (TOR) (**Annexure 1**);
  - (b) supplementary information for consultants, including a suggested format of curriculum vitae (**Annexure 2**); and
  - (c) a sample format of the Service Contract under which the service will be performed (**Annexure 3**).
4. Any request for clarification should be forwarded via fascicle (Tel. No [+268 24049693](tel:+26824049693)) or e-mail ([AA@tourismauthority.org.sz](mailto:AA@tourismauthority.org.sz)) addressed to the same person mentioned in para. 7. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals in para. 7.

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5. The Government of the Kingdom of Eswatini requires that tenderers/suppliers/contractors participating in the procurement in Eswatini observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Eswatini Public Procurement Regulatory Agency of Eswatini (ESPPRA) <https://www.esppra.co.sz> to acquaint themselves with the legislations related to procurement in Eswatini.

## 6. Eligibility

### 6.1 Registration with the Regulator

- (a) In accordance with Public Procurement Act, 2011, Consultants, whether local or foreign under an existing or intended joint venture have the statutory obligation to be registered with the ESPPRA), as appropriate, prior to tendering for the project.
- (b) Consultants are strongly advised to consult the website of the ESPPRA <https://www.esppra.co.sz> for further details concerning registration of consultants.

### 6.2 Debarment from Public Procurement

- (a) A consultant that is under a declaration of ineligibility by the Government of Eswatini in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of International Development Financiers i.e. (Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group) shall be rejected.

Links for checking the ineligibility lists are available on the ESPPRA's website:  
<https://www.esppra.co.sz>

- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, viz., Technical and financial, and should follow the form given in the "Supplementary Information for

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Consultants." The proposals will be received in the office of the ESWATINI TOURISM AUTHORITY up to **12.00 hours on the 25<sup>th</sup> of September 2023** at the following address:

**Eswatini Tourism Authority,  
4<sup>TH</sup> Floor, North Wing, Sibekelo Building 2,  
Mhlambanyatsi Road, Mbabane**

Proposals **should not** be forwarded by electronic mail.

The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and the ESWATINI TOURISM AUTHORITY, shall be written in the English language.

## **8. Award of Contract**

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 percent for Technical Proposals and 30 marks for financial proposals. Proposals from consultants should score at least 70 percent (49 marks) for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks and above on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Please note that Eswatini Tourism Authority is not bound to select any of the consultants submitting proposals.
10. It is estimated that the minimum duration of the assignment shall be for a period of three months. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Eswatini and that in office outside Eswatini should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.
11. You are requested to hold your proposal valid for 60 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price.

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The Eswatini Tourism Authority will make its best efforts to finalize the agreement within this period.

12. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Eswatini, if any, is not reimbursable as a direct cost of the assignment.
13. Assuming that the contract can be satisfactorily concluded in three months, you will be expected to take up/commence with the assignment in eight weeks' time.

#### **14. Tax Liability**

Please note that the remuneration, which you receive from this contract, will be subject to normal tax liability in Eswatini. Consultant, other than Eswatini nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract.

Note: With respect to temporary admissions, the temporary admission regime under the Customs and Excise Act of 1971 will apply.

15. The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
16. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
17. We should appreciate if you would inform us by email:
  - a) your acknowledgment of the receipt of this Letter of Invitation; and
  - b) Whether or not you will be submitting the proposal.
18. The Eswatini Tourism Authority would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

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## TERMS OF REFERENCE

### 1. BACKGROUND

The Eswatini Tourism Authority (ETA) is a Public Enterprise under the Ministry of Tourism and Environmental Affairs, established through the Tourism Authority Act, 2001. Its mandate is to promote Eswatini as a preferred tourist destination and also facilitates Product development.

### 2. THE SERVICES

The selected recruitment company must undertake the following activities:

- Advertise the HOM, PDM and Accountant vacancies in the print media.
- Receive the applications.
- Shortlisting.
- Conduct the interviews for both positions.
- Make recommendation of the suitable candidate to the Board.

### 3. Documents Required

#### 3.1 Documentary Requirements

- One original and three copies are required. Mark clearly on the front page, which is the original and which are the copies.
- Tenders must be typewritten and signed in black ink by the Tenderer's authorized representative.
- Delivery compliance in the Schedule of requirements must be denoted with C for compliance and NC for non-compliance

#### 3.2 Documents to be submitted

- A completed signed Proposal Form with a signed Declaration of Eligibility
- Project Delivery Schedule
- A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J');
- A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C');
- Police Clearance Certificates for Directors
- Certificate of Incorporation
- VAT Registration Certificate
- A certified copy of the Labor Compliance
- Certificate or equivalent for foreign Suppliers.

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- Original General Receipt of E1 000.00 for the Tender Document.
- A certified copy of the relevant current Trading License, or equivalent for foreign Suppliers.
- Original and valid Tax Compliance Certificate, or equivalent for foreign Suppliers.
- A certified copy of Eswatini National Provident Fund (ENPF) certificate of compliance, or equivalent for foreign Suppliers

**The recruitment company will be expected to submit a proposal which includes:**

- A brief profile and description of the research company demonstrating their ability to deliver quality work and flexibility in meeting the client's needs;
- A brief profile of at least 3 personnel who will be assigned in the project showing their areas of specialization;
- List and evidence of relevant work experience for at least 3 years
- Budget to undertake the recruitment.

#### **4. ELIGIBILITY CRITERIA**

Tenderers must provide a signed 'Declaration of Eligibility' in the format as included in this Tender Document (Form F-5). In case of a joint venture or consortium all members must sign each their declaration.

#### **5. QUALIFICATION CRITERIA**

The successful company will have the following qualifications:

- Must have at least 5 years of experience in conducting high profile recruitment
- At least 3 key personnel should have relevant qualification in the field
- Must have suitable offices to conduct interviews

#### **6. CONFIDENTIALITY STATEMENT**

All data and information received from ETA for the purpose of this project are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All Intellectual property rights arising from the execution of these Terms of Reference are assigned to Eswatini Tourism Authority. The contents of written material obtained and used in this project may be disclosed to any third party without the expressed advance written authorization of Eswatini Tourism Authority.

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## 7. DELIVERABLES

The Tender will be expected to deliver the Report to the Board of Directors.

## 8. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Technical tenders will be evaluated on the following areas:

- a) Methodology/ Approach (20%)
- b) Work plan (15%)
- c) Experience and knowledge in recruitment of high profile positions (45%)
- d) Qualification and relevant experience of key team members (20%)

Only entities who score a minimum of 70% will qualify for the financial evaluation.

## 9. INSTITUTIONAL ARRANGEMENTS

- The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. ETA will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- The Tenderer will report to the Chief Executive Officer.
- ETA will provide all the documents and information necessary for the assignment.
- The ETA shall formally introduce the Tenderer to all stakeholders.

## 10. EVALUATION OF FINANCIAL PROPOSALS

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows:  $Sf = 100 \times Fm/F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

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Proposals will be ranked according to their combined technical (St) and financial (Sf) scored using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal:  $T + P = 1$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

$$T=0.8$$

$$P=0.2$$

## 11. ASSIGNMENT PERIOD

The assignment will be undertaken within Three (3) months.

## 12. CLOSING DATE

- a) The closing date for submission of tenders of the 25<sup>th</sup> September 2023 at 12.00hrs Eswatini time.
- b) Submitted sealed Tenders should be clearly marked “**Proposal for Consulting Services for Recruitment of HOM, PDM and Accountant**” and addressed:

**Tender Committee**  
**Eswatini Tourism Authority**  
**P O Box A1030**  
**Swazi Plaza**  
**Mbabane**

- c) No proposals received after the deadline will be accepted.
- d) No electronic submissions will be accepted. Late, incomplete, telephoned or telegraphic tenders will not be considered

## 13. CONTRACT DURATION AND FEES

- (a) **Duration of initial contract**
- (b) **State whether contract is on a lump-sum or time-based**
- (c) **Payment**

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**(d) Prices**

Quoted prices are to be stated in Eswatini Lilangeni currency (SZL) or South African Rand (ZAR) and should remain fixed for the period of the contract. Prices should be inclusive of all relevant taxes. Any price variations will not be accepted. Where a brand name has been specified, it should be noted that it is for purposes of guidance only.

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# ANNEXURE 1

## Submission Checklist

Requirement	Available/ not available (please tick or cross as appropriate)
(i) Curriculum Vitae of Consultants (F-2).	
(ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years in the format given in Form F-3.	
(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.	

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## ANNEXURE 2

### SUPPLEMENTARY INFORMATION FOR CONSULTANTS

#### 1. Proposals

Proposals should include the following information:

(a) Technical Proposals

- (v) Curriculum Vitae of Consultant (F-2).
- (vi) An outline of recent experience on assignments/ projects of similar nature executed during the last five years in the format given in Form F-3.
- (vii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (viii) 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 summary of Contract estimate in Form F-4.*

*The proposals shall be submitted in one original and two copies*

#### 2. 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, 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.

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### 3. 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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**FORM NO. F-1**

From: \_\_\_\_\_

To: \_\_\_\_\_

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

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

Sir

**Hiring of Consultancy Services for (..... )**

I/We \_\_\_\_\_ herewith enclose Technical and Financial Proposals for selection as Consultant for the (-----*name of Procuring Entity* -----).

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will strictly abide by the Conduct for tenderers and Contractors as provided under the Public Procurement Act 2011 of Eswatini.

I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if the contract is awarded to me/us and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against me/us.

Yours faithfully

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

Full name: \_\_\_\_\_

and address: \_\_\_\_\_

**Disclaimer**

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## FORM F-2

### 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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## FORM NO.F 3

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

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

Sl.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.)

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**Cost Estimate of Services<sup>1</sup>**

**Remuneration:**

<b>Consultant Name</b>	<b>Monthly Rate (in currency)</b>	<b>Working Months</b>	<b>Total Cost (in currency)</b>
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

**Out-of-Pocket Expenses<sup>2</sup> :**

<b>(a) Per Diem<sup>3</sup> :</b>	<b>Room charge</b>	<b>Subsistence</b>	<b>Total</b>	<b>Days</b>
	_____	_____	_____	_____
<b>(b) Air fare</b>				_____
<b>(c) Lump Sum Miscellaneous Expenses<sup>4</sup> :</b>				_____
Sub-Total (Out-of-Pocket)				_____
Contingency Charges:				_____
<b>Total Estimate:</b>				_____

<sup>1</sup> Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

<sup>2</sup> Reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>4</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

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**DECLARATION OF ELIGIBILITY**

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

**To: The Chief Executive Officer  
Eswatini Tourism Authority  
P.O. Box A1030  
Swazi Plaza  
Mbabane**

Dear Sirs,

**RE: PROCUREMENT NO. 04 OF 2023/2024**

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 and social security contributions.
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings.
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have 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.
- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed .....

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Authorized Representative

Date .....

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# ANNEXURE 3

## CONTRACT TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Procuring Entity and the Tenderer, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “Services” means the work to be performed by the Consulting firm pursuant to this Contract.
- c) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) “Local Currency” means Lilangeni (SZL).
- e) “The Procuring Entity” means the Eswatini Tourism Authority, an organization requesting the service.
- f) “Consulting Firm” means any private or public entity that will provide the Services to the Authority under the Contract.
- g) “Effective Date” means the date on which this Contract comes into force and effect.

### 2. APPLICATION

2.1 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. STANDARDS

The consulting firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consulting firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority’s legitimate interest in any dealings with Sub consultancies or third Parties.

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## 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Consulting Firm shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Audit firm, in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
- 4.2 The Consulting firm shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purpose of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned ( in all copies) to the Procuring Entity on completion of the Consulting firm's performance under the Contract if so required by the Procuring Entity.

## 5. PATENT RIGHTS

- 5.1 The Consulting firm shall indemnify and hold harmless the Procuring Entity against all third-party claims on infringement of patent, trademark, industrial design, or intellectual property rights arising from use of Service or any part thereof.

## 6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the Service shall be made by the Consulting Firm in accordance with the terms specified in the Schedule of Requirements. The details of service and/or other documents to be furnished by the Consulting Firm shall be specified in the Contract.
- 6.2 For purpose of the Tender, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

## 7. PAYMENT

- 7.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in the Contract document.
- 7.2 The Recruitment firm request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the hours worked and Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- 7.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the consulting firm unless otherwise stated in the Contract.

## 8. PRICES

- 8.1 Prices charged by the consulting firm for hours worked and Services performed under the Contract shall not vary from the prices quoted by the firm in its tender.

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## 9.CHANGE SERVICE

9.1 The Procuring may at any time, by written order given to the, make changes within the general scope of the Contract in any one or more by the firm in its tender.

a) The Service to be provided by the Recruitment firm.

9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Audit firm performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Recruitment firm for adjustment under this clause must be asserted within thirty (30) days form the date of the Recruitment firm's receipt of the Procuring entity's change order.

## 10. CONTRACT AMENDMENTS

10.1 Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## 11. ASSIGNMENT

11.1 The Recruitment firm may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

## 12. SUBCONTRACTS

12.1 The Recruitment firm may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the firm from any liability or obligation under the Contract.

## 13. DELAYS IN THE AUDIT FIRM'S PERFORMANCE

13.1 Delivery of the service and performance of services shall be made by the Recruitment firm in accordance with the time schedule prescribed by the Procuring Entity.

13.2 If any time during performance of the contract, the firm or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and Performance of Services, the firm shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Audit firm 'notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the firm's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

13.3 Except as provided under Clause 24, a delay by the Recruitment Firm in the Performance of its delivery obligations shall render the firm liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

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## 14. LIQUIDATED DAMAGES

14.1 Subject to Clause 17, if the Audit firm fails to deliver the service within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed services or unperformed services for each week (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

## **15. TERMINATION FOR DEFAULT**

15.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Audit firm, may terminate this contract in whole or in part:

- a) If the Recruitment firm fails to deliver the service within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
- b) If the Recruitment firm fails to perform any other obligation(s) under the contract.

15.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems

## **16. APPLICABLE LAW**

16.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

## **17. NOTICES**

17.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing be personal delivery, mail, or e-mail of facsimile and, if by email or facsimile, confirmed in writing to the other party's address specified in the special condition of contract. Each party may change such address by notice to the other party.

17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **18. TAXES AND DUTIES**

18.1 The Recruitment firm shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Services to the procuring Entity.

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