

Upon receipt of such notice, the Consultant shall take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.

Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.

Variation

This agreement can only be varied by agreement in writing entered into by the parties. Either one of the parties can initiate negotiations with a view to reach such said agreement.

FORCE MAJEURE

Neither party shall be liable under this Contract if so, far as either or both of them are prevented from carrying out the same by "force majeure", that is to say an act of God, act of war, warlike operations, civil commotion, strikes or any industrial action whatsoever, fire, tempest or any other cause or happening beyond its control.

If conditions of force majeure persist in respect of a party for a period in excess of 60 (sixty) days and have material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this contract to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.

APPLICABLE LAW

This Contract shall be deemed to be concluded in the Kingdom of Eswatini and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.

RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this contract or stop such party enforcing, strict and punctual compliance with each and every provision or terms hereof.

SKILLS, CARE AND DILIGENCE

The Consultant shall exercise all professional skills, care and diligence in the performance of the services under the Contract and shall carry out its responsibility at the best professional engagement.

COPYRIGHTS

The copyright of all documents prepared by the Consultant in connection with the Project shall be vested with ENIDC.

The Consultant may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Contract without the prior written consent of ENIDC.

OBLIGATIONS OF ESWATINI NATIONAL INDUSTRIAL DEVELOPMENT CORPORATION

Furnish data and information.

Eswatini National Industrial Development Corporation shall:

Furnish without charge and within a reasonable time all pertinent data and information requests by the Consultant in executing this Contract.

Give such assistance as shall be reasonably required by the Consultant for the carrying out of its duties under the Contract.

Give decisions on all reports, documents, recommendations and other matters properly referred to for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of its obligations under this Contract.

Any data they may require.

ENIDC shall deduct the withholding tax to ensure that the Consultant complies with the tax laws of Eswatini. ENIDC shall provide the Consultant with the withholding Tax Certificate.

BREACH

Either one of the parties shall be entitled after giving the other one of the parties 10 (ten) days' notice in writing, to terminate this agreement and to claim damages from the other one of the parties, should such other one of the parties commit any breach of the agreement and fail to remedy such breach within the said 10 (ten) days of notice.

SETTLEMENT OF DISPUTES /ARBITRATION

This Agreement relies for its efficacy on the exercise by the Parties of utmost good faith. Therefore, the general and specific terms and conditions of this Contract are to be construed accordingly and will be interpreted where necessary by mutual agreement.

If the parties are unable to resolve any dispute resulting from this Contract by means of joint co-operation or discussion between them within two weeks after a dispute arises,

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then it shall be resolved by way Arbitration in accordance with the Arbitration Laws of Eswatini.

The arbitrator shall be chosen and appointed through consensus. The Arbitrator's decision shall be final and binding on both parties. The resulting award (if any) shall be in lieu of any other remedy.

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RECRUITMENT CONSULTANT SERVICES

SCC. No.	Required Information/Data	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Client's name and Address	The Client is Eswatini National Industrial Development Corporation P.O. Box 9458 Mbabane
2.	Consultant's Name and address	The Consultant is [Name, address and name of authorized representatives]
3.	Intended Completion Date	The Intended Completion Date is 30 November 2024
4.	Phasing of the Assignment	None
5.	Other Documents Forming Part of Contract	None
6.	Eligible Countries	Non eligible countries are: Outside Eswatini
7.	Governing Language	The governing language shall be English.

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RECRUITMENT CONSULTANT SERVICES

8.	Addresses for Communications and Notices.	<p>The addresses for <u>Communications and Notices</u> are:</p> <p>Client : Eswatini National Industrial Development Corporation</p> <p>Attention : The Managing Director</p> <p>Services Facsimile : N/A</p> <p>E-mail : muzikayise@enidc.org.sz</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile : E-mail :</p>
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SCC. No.	Required Information/Data	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
9.	Location of Performing the Services	The services shall be performed at: Eswatini, venue to be determined by the Corporation.
11.	Authorized Representatives	<p>The Authorized Representatives are:</p> <p>For the Client : Muzikayise Dube</p> <p>For the Consultant :</p>
12.	Effectiveness Conditions	The effectiveness conditions are the following: <i>Signing of the contract by both parties.</i>
13.	Date of Effectiveness of Contract	The time period shall be three months.

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RECRUITMENT CONSULTANT SERVICES

14.	Number of Days to Start Assignment	The time period shall be <i>three months</i> .
15.	Duration of Contract	The time period shall be <i>three months</i> .
16.	Project Manager	Not applicable
17.	Notification of Claims, Losses and Damages	Not applicable
18.	Ceiling on Consultant's Liability	Not applicable.
19.	Insurance to be Taken Out by the Consultant.	None
20.	Other Actions Requiring Clients Approval	The other actions are: <i>[insert actions]</i> . None
SCC. No.	Required Information/Data	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

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RECRUITMENT CONSULTANT SERVICES

21.	Restriction on Use of Documents	<p>"The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client".</p> <p>"The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultant."</p> <p>"Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party."</p>
23.	Assistance to be Provided by the Client	None
24.	Ceiling of Payments	Not applicable
25.	Account for Payments	The account (s) is (are): <i>[insert account(s)]</i> .
27.	Reimbursable Expenses	Per financial form -Form 9
28.	Currency of Payment.	The currency [currencies] of payment shall be the following: <i>Emalangezi</i>
29.	Advance Payment	Not applicable
30.	Repayment of Advance Payment	Not applicable.
31.	Submission of Itemized Statements	Not applicable

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RECRUITMENT CONSULTANT SERVICES

SCC. No.	Required Information/Data	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
34.	Interest on Delayed Payments	Not applicable.
35.	Period of Notice of Termination	For contract of less than 90 days written notice of termination will be given to the other party in 7 days
36.	Place of arbitration	The place of Arbitration is <i>Eswatini</i>

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