



*Eswatini National Industrial  
Development Corporation*

**ENIDC RFP 03/2024/25**

**SELECTION OF A CONSULTANT FOR THE  
RECRUITMENT OF A  
CORPORATE SERVICES EXECUTIVE**

**CLOSING DATE: 02 October 2024-10:00am**

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## RFP No. ENIDC/RFP/03/2024/25

1. The Eswatini National Industrial Development Corporation invites proposals to provide the following consulting services (hereinafter called "Services"): Recruitment for Corporate Services Executive Position. More details on the Services are provided in the Terms of Reference (Section 1). The Request for Proposal (RFP) can be downloaded from the ESPPRA's website, [www.esppra.co.sz/](http://www.esppra.co.sz/) and the ENIDC website, [www.enidc.org.sz](http://www.enidc.org.sz)

A non-refundable tender fee of E500.00 can be made to:

**Bank Name:** Nedbank Eswatini  
**Account Number:** 20000002683  
**Branch Name:** Mbabane  
**Branch Code:** 360164  
**Swift Code:** NESWSZMX

2. A consultant will be selected in accordance with the method of selection specified in the instructions to consultants.
3. The RFP includes the following documents:
  - Section 1 - Introduction
  - Section 2 - Terms of Reference
  - Section 3 – Instructions and information to consultants
  - Technical Proposal (FTP) - Standard Forms
  - Financial Proposal - Standard Form
  - Standard Forms of Contract

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## 2.1 Background

ENIDC is a development financier which seeks to empower local businesses to effectively participate on the global trade space. It supports investments in a diversified range of sectors through a variety of financing products. The Corporation boasts an invasive outreach program that encompasses local community based businesses that are characterized by unique invention and innovation. Through strategic partnerships, our DFI is geared to embrace projects of all sizes with significant impact.

## 2.2 Objectives

The objective of the RFP is to procure services of a recruitment consultant/firm to assist Eswatini National Industrial Development Corporation to recruit a Corporate Services Executive position for the Corporation.

## 2.3 Required assignment (SCOPE)

- Study the Recruitment Policy in conjunction with the job description and job advert.
- Source prospective candidates in line with the job description and job advert.
- Perform a screening process of the candidates at a suitable venue.
- Conduct psychometric evaluation, academic and professional reference, and vetting process of qualifications, criminal records, and confirmation of identification.
- Provide ENIDC with a maximum of 10 shortlisted candidates to be interviewed.
- Arrange and attend interviews with ENIDC Board Selected Committee and the current Managing Director.
- Manage response handling for both successful and unsuccessful candidates.
- Advertising positions in both local media newspapers.
- Preparing and presenting final report of the professional recommendation of the most suitable candidate.

## 2.4 Deliverables

The key expected deliverables for this exercise include:

- Newspaper advertisements;
- Reports of screened candidates;
- Targeted selection interviews;
- Behavioral assessments and test reports;
- Final interview and professional recommendation report.

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## 2.5 Qualifications

### Team leader should have the following qualifications:

- Minimum of Master's Degree in the following: Human Resources Management/Development.
- Registered with accredited psychological tools, e.g. (Thomas International/ Hermann International).
- Professional Human Resources Certification Required.
- Strong emphasis in modern corporate leadership recruitment techniques.
- Practical demonstration of experience of having conducted recruitment for the PEU regulated entities in more than three (3) corporate organizations in the last five (5) years.
- Good facilitation, and communication skills.
- Fluent English communication skills; orally and report writing.
- Proven understanding of Eswatini public sector.
- General knowledge of various employment laws and practices.

## 2.6 Reporting Requirements and Time Schedule for Deliverables

Based on the understanding of the deliverables at hand, the consultant/consultancy is expected to develop a reviewed project plan on how and when to implement the said activities. The following shall be submitted:

- The applicant profile.
- Criteria of selection in line with the requirement as per the job description.
- Shortlisted candidate's certified copies of qualifications.
- Interview results of shortlisted candidates including scoring.
- Competency Assessments and the results on all shortlisted or where applicable.
- Report on full background and reference checks (employment references, credit and criminal etc.) must be performed for all shortlisted candidates.
- Psychometric tests for shortlisted candidates.

## SECTION 3: INSTRUCTIONS TO CONSULTANTS

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### 3.1 Compulsory bidding eligibility requirements

1.	Valid Eswatini National Provident Fund Compliance certificate
2.	Original/Valid Tax Compliance certificate
3.	Valid trading license
4.	Valid proof of purchase of tender document-proof of payment
5.	Valid Form J & Form C
6.	Valid Labour Compliance certificate
7.	<ul style="list-style-type: none"><li>○ Company profile</li><li>○ Information on previous work experience in similar corporate clients (at least 3 written references).</li></ul>
8.	Police clearance of company directors
9.	Technical proposal submission form: Form-1 Declaration of eligibility Organizational experience: Form 4 Form -5 Form 6:CV Key experts Form 7.1: Work schedules and planning for deliverables Form 8: Financial proposal form Form 9: Costs breakdown

Submit all the above in a sealed envelope clearly marked:

### Technical Proposal ENIDC RFP 03/2024/25

### 3.2 Opening of the technical proposal

The Procuring Entity's tender opening committee shall conduct the opening of the Technical Proposals in the presence of the tenderers Consultants' authorized representatives who choose to attend (in person). The opening date, time and the address are as per the submission deadline. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened.

At the opening of the Technical Proposals, the following shall be read out:

(i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) Any other information deemed appropriate or as indicated in the Data Sheet.

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### 3.3 Preliminary evaluation:

The submitted proposals will be examined to determine whether they are complete and responsive to the basic instructions and requirements of the request for proposal, whether the proof of purchase of tender document has been furnished together with all compulsory bidding documents and whether the documents have been properly signed and power of attorney obtained giving authority to the signatory to sign documents.

Any material deviation shall result in an automatic failure to proceed to the technical evaluation stage.

### 3.4 Technical Evaluation criteria

The evaluation method to be applied is the quality and cost-based selection method. The technical evaluation stage (Point based scoring) carrying a weighting of 70%. A criterion for this stage is outlined below.

Financial evaluation stage shall carry a weighting of 30% of the entire score.

The total score will then be computed by addition of the technical and financial scores.

Item No.	Description of criteria	Allocated points
1	Practical demonstration of experience of having conducted recruitment for the PEU regulated entities in at least three (3) corporate organizations in the last five (5) years. (3 written references)	30
2	Adequacy of the proposed methodology and work plan in responding to the terms of reference: Assessment of whether the proposed methodology is clear and responds to the TORs, work plan is realistic and implementable, and the overall team composition is balanced and has an appropriate skills mix.	10
	I. Understanding and comments on the Terms of Reference	20
	II. Technical approach and methodology III. Work plan	10

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3	<p>Qualification and experience of proposed staff:</p> <ul style="list-style-type: none"> <li>• Lead consultant must have a minimum of a Master's Degree in Human Resources Management/Development.</li> <li>• Professional Human Resources Certification</li> <li>• Lead consultant must have minimum 5 years continuous experience in undertaking similar assignments, and knowledge of executive recruitment will be an added advantage.</li> </ul>	30
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	<b>Total</b>	<b>100</b>

**The minimum technical score required to pass is 70%.**

### 3.5 Financial Proposals

This RFP is for a fixed price bid and price escalation at any stage after the submission of the proposal will not be allowed.

Proposer must provide a detailed cost breakdown of all costs; recurrent costs and associated costs; no hidden costs, and it shall be priced in Emalangeneni.

Submit all the above in a sealed envelope clearly marked:

**Financial Proposal ENDC RFP 03/2024/25**

#### 3.5.1 Financial evaluation

The lowest evaluated financial proposal will be given the maximum financial score of 100 points. The financial scores of other financial proposals will be computed as follows:

$S_f = 100 * F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical ( $S_t$ ) and financial scores ( $F_s$ ) using the weights allocated to the technical (0.7) and financial proposal (0.3).  $S = S_t * T\% + S_f * P\%$ . The applicant achieving the highest combined technical and financial score will be invited for negotiations.

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The Corporation reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all proposers.

### **3.6 Language**

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity, shall be written in **English**.

### **3.7 Late Proposals**

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time on the closing date will be considered to have been received on time. Proposals that are received late will not be accepted. In the event of a dispute, the proposal receipt time as recorded at the closing location will prevail whether accurate or not.

### **3.8 Eligibility**

Proposals will not be evaluated if the proponent's current or past corporate or other interests may, in the Corporation's opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but is not limited to, involvement by a proponent in the preparation of this request for proposals.

### **3.9 Evaluation**

Evaluation of proposals will be by the evaluation committee on the basis of their responsiveness to the terms of reference and the RFP, applying the criteria specified under evaluation. All personnel will be bound by the same standards of confidentiality. ENIDC's intent is to enter into a contract with the proponent who has the highest overall ranking.

### **3.10 Proposal Preparation Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with ENIDC, if any. If the ENIDC elects to reject all proposals, ENIDC will not be liable to any proponent for any claims, whether for costs or damages incurred by the proponent in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

### **3.11 Proposal Validity**

Proposals must be open for acceptance for at least 90 days after the closing date. Should the need arise, the Corporation will request in writing to all bidders who submitted proposals prior to the submission deadline to extend the validity of their proposals.

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### 3.12 Acceptance of Proposals

This request for proposals should not be construed as an agreement to purchase goods or services. ENIDC is not bound to enter into a contract with the proponent who submits the lowest priced proposal or with any proponent. Proposals will be assessed in light of the evaluation criteria.

All proposals submitted to ENIDC become the property of ENIDC. They will be received and held in confidence by the Corporation.

### 3.13 Questions Pertaining to the RFP

Specific questions concerning this RFP should be submitted in writing, via e-mail, to the Secretary of the Tender Board at [tenders@enidc.org.sz](mailto:tenders@enidc.org.sz) at one week before the closing date of **02 October 2024 10:00am**.

Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Copies of all written questions and the Corporation's responses will be emailed to all Proposers who bought RFP.

### 3.14 Application Fee

Proposers are required to pay a non-refundable fee to ENIDC prior to the deadline submission in order to be eligible to submit an application pursuant to this RFP.

**Application fee Amount: E 500.00 (Five Hundred Emalangeni)**

#### Banking details:

Account holder: National Industrial Development Corporation of Swaziland  
Bank Name: Ned Bank Eswatini  
Account Number: 20000002683  
Branch Code: 360164  
Branch Name: Mbabane  
Swift Code: NESWSZMX

### 3.15 Proposal Submittal

Proposals should be submitted not later than **02 October 2024 at 10:00am** and placed in the Tender Box at Reception 3rd Floor, North-West Wing, Sibekelo Building, and Mhlambanyatsi Road.

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It is the Corporation's recommendation that the delivery method chosen requires receipt confirmation. Proposers assume the risk of the method of delivery chosen. The Corporation assumes no responsibility for delays caused by any delivery service.

A proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified.

Proposals may **not** be delivered orally, by facsimile transmission, by email, or by other telecommunication or electronic means.

Proposers must submit in one (1) large, sealed package containing: -

- i. a sealed envelope of signed Technical Proposal,
- ii. a sealed envelope of signed Financial Proposal,

**CONFIDENTIAL:**

**Provision of Recruitment Services – RFP 03/2024/25**

Addressed to;

The Managing Director

Eswatini National Industrial Development Corporation

P.O. Box 9458 Mbabane.

**One original must be submitted and 3 copies.**

### **3.16 Subcontracting or Joint Ventures**

Collaborating with a sub-contractor (who should be clearly identified in the proposal) or Joint venture agreement is acceptable. However, in this case, one of these proponents must be prepared to take overall responsibility for successful performance of the contract and this should be clearly defined in the proposal.

### **3.17 Contract**

Notice in writing to a proponent that has been identified as the successful proponent and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### **3.18 Use of Request for Proposals**

Any portion of this document, or any information supplied by ENIDC in relation to this Request for Proposals must not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the proponent agrees to hold in confidence all information supplied by the Corporation in relation to this RFP.

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### 3.19 Disclosure of Information

The Corporation will not disclose personal or commercial information submitted as part of this proposal. For clarity, the total amount of each proposal received may be made publicly available on intent to award or after the contract has been awarded.

### 3.20 Withdrawal of tender documents

Tenderers may withdraw or alter their tenders by written notification prior to the deadline indicated under proposal submittal. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender process.

### 3.21 Submission forms

Please make use of the below forms for submission of both the technical proposal and financial proposal.

### 3.22 Negotiation and award

The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows:

- The notice shall be sent directly to consultants who submitted proposals by letter and or email.
- The Corporation shall allow at least a period of ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

### **TECHNICAL PROPOSAL SUBMISSION FORM: 1**

We the undersigned offer to provide Consultancy Services for Recruitment Consulting Services for the Eswatini National Industrial Development Corporation in accordance with your request for proposal dated *(Date)*

We are submitting our proposal in association with..... *(Insert a list with a full name of each associate organization if any available)*

We are hereby submitting our proposal which includes a financial proposal sealed in a different envelope.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in this proposal may lead to our disqualification.

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Our proposal is binding upon us subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any proposal you receive.

Yours faithfully

Name and address of  
organization.....  
.....

Authorized Signature: .....

Name and Title of Signatory: .....

### **DECLARATION OF ELIGIBILITY FORM**

*[The Applicant 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 declaration.]*

**[>>>Name of Consultant, Address, and Date>>>]**

To:

**The Managing Director  
Eswatini National Industrial Development Corporation  
P.O. Box 9458 Mbabane**

**Dear Sirs,**

Re Tender Reference: **ENIDC RFP 03/2024 /25**

**We hereby declare that: -**

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) 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

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not been suspended, and we are not the subject of legal proceedings for any of the foregoing.

- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) 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; and
- (e) We do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....

### Authorized Representative

.....

**Form 3: Organizational profile** (Provide company profile and brief background of the organizational structure and key staff to be assigned to this assignment).

**Form 4: Organizational experience:** In the below table, tabulate all the fields relating to prior experience on similar assignments.

Description	Response
Assignment name	
Organization	
Country	
Approximate value of the contract	
Duration of the assignment	

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Detailed nature/description of the assignment	

## FORM-5 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form-5: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

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- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

## FORM 6

### CURRICULUM VITAE (CV)-KEY EXPERTS

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel /e-mail		

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**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to prior work/Assignments that best Illustrates Capability to Handle Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved)	

**Expert's contact information:** (e-mail ....., phone )

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by ESPPRA.

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of authorized Representative of the Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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(the same who signs the Proposal)

## FORM 7.1-WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) ..... .....												
	6) delivery of final report to Procuring Entity}												
<b>D-2</b>	{e.g., Deliverable #2 }												

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<b>n</b>													

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

## **Form 8: FINANCIAL PROPOSAL FORMS**

We the undersigned offer to provide Consultancy Services for Recruitment Consulting Services for the Eswatini National Industrial Development Corporation in accordance with your request for proposal dated *(Date)*. Our attached Financial Proposal is for the sum of (in words and figures). This amount is inclusive of the local taxes. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations up to expiration of the validity period of the proposal.

Name and Address of organization.....

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.....

Amount and Currency.....

.....

We understand you are not bound to accept any Proposal you receive.

Yours faithfully

Authorised Signature: .....

Name and Title of Signatory: .....

### Form 9: Costs breakdown

COST DETAIL	AMOUNT- EXCLUSIVE OF VAT	VAT	AMOUNT INCLUSIVE OF VAT

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<b>TOTAL</b>			

## GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS

The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.

Throughout this document:

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Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders; the term "in writing" means communicated in written form (e.g., by e-mail, fax) with proof of receipt; if the context so requires, "singular" means "plural" and vice versa; natural persons include artificial person and vice versa and shall in the eventuality of a change in the Laws of Eswatini to provide for the same, insolvency shall include judicial management.

The following expressions shall bear the meanings assigned to them below and cognate expression shall bear corresponding meanings: -

"ENIDC "means Eswatini National Industrial Development Corporation, established under the NIDCS Act of 1971.

The "Consultant" means the individual or firm that will be successful in the bid process.

"The Parties" shall mean ENIDC and the Consultant.

"CSE" Corporate Services Executive

"Commencement Date" means the date on which the last signature necessary to complete the formal signing of this agreement into existence is appended;

Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.

## **COMMENCEMENT, EXECUTION AND COMPLETION OF THE PROJECT**

### **Commencement**

The services to be carried under the Contract are to commence from the date of signature of the Contract.

The recruitment exercise should be completed and concluded within three (3) months from the signature of the engagement contract with the consulting firm/recruiting agent.

In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time frame as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

### **Execution**

The Managing Director shall be the liaison person for ENIDC and shall be responsible for directing the performance of this contract. The Consultant shall consult and constantly report and/or update the Managing Director on progress of the project at all material times where necessary or when required to do so.

### **Scope of Work**

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Therefore, ENIDC is seeking the services of a reputable service provider to conduct a recruitment exercise for the Corporation, which will include but not limited to the below mentioned activities:

- Advertising the positions in both local media newspapers.
- Screening the applicants;
- Shortlisting applicants qualifying to be interviewed;
- Developing relevant targeted selection interview questions;
- Conducting the interviews;
- Conducting behavioral assessments and tests for shortlisted candidates using the Thomas International tools or other regionally recognized tools;
- Preparing and presenting final report of professional recommendations of the most suitable candidates for the position.

## **PAYMENT**

When claiming payment, the Consultant shall submit an invoice to the Eswatini National Industrial Development Corporation. The invoice shall be submitted together with supporting documentations, addressed to The Eswatini National Industrial Development Corporation.

ENIDC shall make payments to the Consultant within 30 days of receipt of a valid invoice.

Payment shall be made to an account specified by the Consultant free of any deductions, save for taxes due under the tax laws of Eswatini.

The currency of payment of the Contract shall be in the Kingdom of Eswatini Lilangeni (SZL).

## **POSTPONEMENT, VARIATION AND TERMINATION**

### **Postponement and Termination**

Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon the project, in whole or in part, or terminate this contract.

The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.

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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**

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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><b>Client</b> : 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><b>Consultant</b> :</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><b>For the Client</b> : Muzikayise Dube</p> <p><b>For the Consultant</b> :</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
<b>SCC. No.</b>	<b>Required Information/Data</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>

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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.	<b>The currency [currencies] of payment shall be the following:</b> <i>Emalangen</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

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<b>SCC. No.</b>	<b>Required Information/Data</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
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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