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[The above table may be expanded to include more categories and types of relevant data and information as appropriate]

## 1. FORM FIN – 3 BREAKDOWN OF COSTS BY ACTIVITY

	Activity	1	2	3	4	5	6	7
1.								
2.								
3.								
4.								
5.								

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**Form of Contract**

**CONTRACT FOR CONSULTANCY SERVICES**

Between

**Pigg's Peak Town Council**

And

**(Name of Audit Firm)**

**THE PROVISION OF EXTERNAL AUDIT SERVICES FOR PIGG'S PEAK TOWN COUNCIL**

Dated: .....

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## CONTRACT FOR CONSULTING SERVICES

### SMALL ASSIGNMENTS

### LUMP –SUM PAYMENTS

## CONTRACT

THIS CONTRACT ('Contract') is entered into this .....day of .....2025 by and between the Pigg's Peak Town Council ("client) having its principal place of business at Pigg's Peak Town Council, RP Stephen Road Plot 1471 & Plot 1473 respective and ..... ("the Auditing firm") having its principal office located in.....

WHEREAS, the Pigg's Peak Town Council wishes the Audit Firm to perform the services hereinafter referred to, and

WHEREAS, the Supplier is willing to perform these services,

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NOW THEREFORE THE PARTIES hereby agree as follows,

1. **Services** – the Audit firm shall perform the services specified in Section 1, “Terms of Reference and Scope of Service” which is made an integral part of this Contract (“the Services”) The Audit firm shall provide the personnel listed in section 4, Form B – Firm’s Experience to perform the services.

The Audit Firm shall submit to the Council reports in the form and within the time periods specified in Section 2.

2. **Term** – The auditing firm shall perform the services during the period commencing on the..... 2025 and continuing ..... 2027 and or another period as may be subsequently agreed by the parties in writing.

3. **Payment** – A Ceiling

For services rendered in pursuant to section 2, the Pigg’s Peak Town Council shall pay the Audit Firm an amount not exceeding E..... monthly. This amount has been established based on the understanding that it includes all of the Audit Firm’s costs and profits as well as any tax obligation that may be imposed on the Audit Firm.

**B. Schedule of Payments**

The schedule of payments is specified below’

- i) E..... broken down into three years

**C. Payment Conditions**

Payment shall be made in Emalangeneni, 50% after the presentation of Financial Statements to Board Council and 50% within 30 days after signing of Audited Financial Statements. All invoices are subject to the 30-day waiting period.

4. **Project Administration** - The Pigg’s Peak Town Council designates Mr. Clement Dlamini as the Pigg’s Peak Town Council’s coordinator. The coordinator will be responsible for the coordination of activities under this contract, for acceptance and

approval of other deliverables by the Pigg's Peak Town Council and for receiving and approving invoices for the payment.

B. Reports The reports listed in Section 2, "Scope of Work", shall be submitted in the quarterly as well as Special Audit Assignments as requested from time to time.

5. **Performance Standards** – The Audit Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Audit Firm shall promptly replace any employees assigned under this contract that the Pigg's Peak Town Council considers unsatisfactory.

6. **Confidentiality** – the Audit Firm shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or Pigg's Peak Town Council's business or operations without the prior written consent of the Pigg's Peak Town Council.

7. **Ownership of Material** – Any studies, reports or other material, graphic, software or otherwise, prepared by the Audit Firm for the Pigg's Peak Town Council under the Contract shall remain the property of Pigg's Peak Town Council. The Audit Firm may retain a copy of such documents and software.

8. **Audit firm not to be engaged in some activities** – The Audit Firm agrees that, during the term of this contract and after its termination, any entity affiliated with the Audit Firm shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. 35

9. **Insurance** – The Audit Firm will be responsible for taking out any appropriate insurance coverage.

10. **Assignment** - The Audit Firm shall not assign any contractor or sub-contract without Pigg's Peak Town Council's prior written coverage.

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11. **Law Governing Contract and Language** – The Contract shall be governed by the laws of the Kingdom of Eswatini, and the language of the Contract shall be English.

12. **Resolution of disputes** – any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Eswatini.

13. **Non – Performance** – should the Audit Firm fail and /or neglect to fulfil any of its obligations as laid down, articulated and /or expected in terms of the Terms of Reference of the internal audit service and the Contract of Award, the Local Authority shall be entitled to cancel the contract, without prejudice to all damages that may be claimed by the Local Authority, if the defaulting party fails to remedy such default within 30 (thirty) working days after receiving notice to perform its obligations and/or remedy such default as the case maybe.

The Local Authority reserves the right to withhold a whole or portion of the initial mutually agreed payment, if performance is unsatisfactory in regard to the agreed Terms of Reference and contract of Award which shall include the unsatisfactory execution of services to be rendered or if the services and/or output fail to meet any agreed specifications and/or deadlines.

**Signed at .....on this day the.....day of .....2025**

**FOR PIGG’S PEAK TOWN COUNCIL**

**Signed by.....**

**Title.....**

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**As witnesses:**

**Signed by.....**

**Signed by.....**

**Title.....**

**Title.....**

**FOR EXTERNAL AUDITOR**

**Signed by.....**

**Title.....**

**As witnesses:**

**Signed by.....**

**Title.....**

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