



REQUEST FOR PROPOSAL

RFP REFERENCE NUMBER: RFP014/FY2021

REQUEST FOR PROPOSALS FOR RECRUITMENT SERVICES FOR CENTRE FOR FINANCIAL INCLUSION

TENDER COSING DATE: FRIDAY, 14th MAY, 2021 AT 12:00 NOON

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PART 1

Section 1. LETTER OF INVITATION

P. O. Box 6805
Mbabane
Tel: 2404 9413/8432
16th April, 2021

Our Ref: CFISZ/021/S022

TENDER REFERENCE NUMBER: RFP 014/FY2021 – CFISZ/21/S022

Dear Sir/Madam

**RE: INVITATION TO SUBMIT A PROPOSAL FOR THE PROVISION OF RECRUITMENT SERVICES
FOR CENTRE FOR FINANCIAL INCLUSION**

1. The Government of Eswatini and the International Fund for Agricultural Development (IFAD) have jointly designed and established a **Financial Inclusion and Cluster Development (FINCLUDE) Project** that is implemented by the Centre for Financial Inclusion under the Ministry of Finance. The financing Agreement for the FINCLUDE Project between the Government of Eswatini and the International Fund for Agricultural Development (IFAD) was signed on **September 2019**. The Project was declared effective on September 2019 upon signing of the Financing Agreement and its development goal and objective is to contribute to the improvement in prosperity and resilience of poor and vulnerable Swazi smallholder and micro-entrepreneurs through increasing profitable and resilient links to markets and access to appropriate financial services.

2. The Client now invites proposals from reputable and qualified consultancy firms to provide the following consulting services (hereinafter called "Services"): **Consulting Services for Provision of Personnel Recruitment**. More details on the Services are provided in the Terms of Reference (Section 1, Part II).

3. It is not permissible to transfer this invitation to any other consultant.

4. The selection method to be applied for this RFP is the Quality and Cost Based Selection (QCBS) procedure and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the Eswatini Public Procurement Regulatory Agency Circular 1 of 2016 issued

in terms of Procurement Act, 2011 and in compliance with IFAD Project Procurement Guidelines, which are available on <http://www.sppra.co.sz> and <http://www.ifad.org> respectively.

6. The RFP includes the following documents:

Section 1 – Letter of Invitation and Terms of Reference

Section 2 – Instruction to Consultants and Data Sheet

Section 3 – Technical Proposal (STP) – Standard Forms

Section 4 – Financial Proposal – Standard Forms

Section 5 – Eligible Countries

Section 6 – IFAD's Policy on Preventing Fraud and Corruption

Section 7 – Terms of Reference

Section 8 – General Conditions of Contract

7. Please inform us in writing at Centre for Financial Inclusion, Lilunga House, First Floor, Somhlolo Road, Mbabane, Eswatini or by email: info@cfi.org.sz copied to sindimtande@cfi.org.sz

a) That you have received the RFP; and

b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) if permissible under section 2, Instruction to Consultants (ITC), Data Sheet 16.1.1)

8. Details on the proposal's submission date, time and address are provided in Clause 19.7

Yours Sincerely,

Ms. Nomcebo Sherron Hadebe
Acting Chief Executive officer
Centre for Financial Inclusion

Section 2: INSTRUCTION TO TENDERERS AND DATA SHEET

A. GENERAL PROVISIONS

1. Definitions:

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) "Applicable Regulations" means the Eswatini Public Procurement Regulatory Agency (ESPPRA) Circular 1 of 2016 issued in terms of Procurement Act, 2011, governing the selection and Contract award process as set forth in this RFP.
- c) "Applicable Law" means the Laws of the Kingdom of Eswatini and any other instruments having the force of law in the Kingdom of Eswatini as they may be issued and in force from time to time.
- d) "Client" means the Procuring Entity or implementing agency that signs the Contract for the Services with the selected Consultant.
- e) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Services to the Client under the Contract.
- f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- g) "Data Sheet" means as integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- h) "Day" means a calendar day.
- i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- j) "Government" means the government of the Kingdom of Eswatini, any Procuring Entity or relevant approvals authority as defined in the Public Procurement Act of 2011.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- n) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- u) "TOR" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultant is invited to submit a Technical Proposal and a Financial Proposal as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the Consultant.

2.3 Client will timely provide at no cost to the Consultant, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

2.4 All correspondence relating to the Terms of reference may be directed to the Client's representative is specified in the **Data Sheet**.

2.5 Tenders are obtainable upon payment of a non-refundable deposit indicated in the **Data Sheet**, if required.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective and impartial advice at all times, holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the vest interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Eswatini Public Procurement Regulatory Agency.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a) **Conflicting activities**

- ① Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b) **Conflicting Assignments**

- ② Conflict among consulting assignments: a Consultant shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c) **Conflicting Relationships**

- ③ Relationship with the Client's staff: a Consultant or family relationship with a professional staff of the Procuring Entity(or of the Client, or of implementing agency, or of a recipient of a part of the Government's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference

for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all prospective Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Government of Eswatini (GoE) requires that all Procurement Entities as well as Tenderers, Suppliers, Contractors and Consultants participating in contracts financed from the public funds of the Government of Eswatini, adhere to the highest ethical standards, both during the tendering process and throughout the execution of such contracts. For this reason, the Eswatini Public Procurement Regulatory Agency will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure,

5.2 Furthermore, IFAD requires compliance with its Revised Policy on Preventing Frauds and Corruption in its Activities and Operations in regard to corrupt and fraudulent practices as set forth in Section 6.

5.3 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the IFAD to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the IFAD to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the IFAD.

5.4 In addition to the abovementioned governmental provisions, IFAD requires that all beneficiaries of IFAD funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its activities and operations, revised on 12 December 2018 (EB 2018/125/R.6, hereinafter "IFAD's Anti-Corruption Policy").

5.5 For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices":

"corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;

"fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;

"obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

5.6 The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

5.7 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.¹ The Fund also has the right to unilaterally recognize debarments by any of the International financial Institutions that are members to the agreement for mutual enforcement of debarment decisions if such debarments meet the requirements for mutual recognition under the agreement for mutual enforcement of debarment decisions.

5.8 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

5.9 Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected² by auditors and/or investigators appointed by the Fund.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible prohibited practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

5.10 The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

5.11 The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

6. Sexual harassment, sexual exploitation and abuse

6.1 The Fund requires that all beneficiaries of IFAD Funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- (a) Sexual harassment means "any unwelcome sexual advance, request for sexual favor or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- (b) Sexual exploitation and abuse mean "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)".

6.2 Employers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

6.3 The bidder or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

7. Money laundering and terrorist financing

7.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the employer, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

8. Eligibility

8.1 The Government permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Government- financed projects.

8.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Government.

8.3 As an exception to the foregoing Clauses 8.1 and 8.2 above

a. Sanctions

8.3.1 A firm or an individual sanctioned by Eswatini Public Procurement Agency in accordance with Sections *fifty-five (55) and fifty-six (56)* of the Public Procurement Act of 2011 and Section twenty-nine (29) of ESPPRA Circular No. 1 of 2016 on Public Procurement Regulations, shall be ineligible to be awarded a Government-financed contract, or to benefit from a Government-financed contract, financially or otherwise, during such period of time as Eswatini Public Procurement Agency shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

8.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and

- (a) as a matter of law or official regulations, the Government prohibits commercial relations with that country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

- (b) 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 prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government Owned Enterprises

8.3.3 Government-owned enterprises or institutions in Eswatini shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restriction for Public Employees

8.3.4 Government officials and civil servants of Eswatini are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of Eswatini, and they:

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in Eswatini, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
- (iii) their hiring would not create a conflict of interest.

B. PREPARATION OF THE PROPOSAL

9. General Considerations

9.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

10. Cost of preparation of Proposal

10.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

11. Language

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

12. Documents Comprising the Proposal

12.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**

12.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in executing a contract, the IFAD's Revised Policy against fraud and corruption (including bribery) must be observed.

13. Proposal Format

13.1 The Consultant shall submit only one Proposal which shall comprise of the Technical Proposal and Financial Proposal.

14. Proposal Validity

14.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

14.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

14.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a) Extension of validity period

14.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, for Consultants who submitted Proposal prior to the submission deadline to extend the Proposals' validity.

14.5 If the Consultants agree to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

14.6 The Consultants have the right to refuse to extend the validity of its Proposal in which case such Proposals will not be further evaluated.

b) Substitution of the Consultant

14.7 If the Consultant becomes unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the original Consultant. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Consultant.

14.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with prior no objection from ESPPRA and IFAD.

c) Sub-contracting

14.9 The Consultant may subcontract part but not the whole of the Services

15. Clarification and amendment of RFP

15.1 The Consultants may request clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a

clarification, it shall do so following the procedure described below:

15.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing

15.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultant reasonable time to take an amendment into account in their Proposal.

15.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

16. Specific Conditions for Preparation of Proposals

16.1 While preparing the Proposal, the Consultant must give particular attention to the following:

16.1.1 If the Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub- consultants, it may do so with other Consultant(s) if permitted in the **Data Sheet**. In all such cases Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non- shortlisted firms in the form of a joint venture or a sub- consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

16.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person- month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

16.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

16.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this

budget. Proposal shall be based on the Consultant's own estimates for the same.

17. Technical Proposal Format and Content

17.1 The Technical Proposal shall be submitted separately from the Financial Proposal as specified in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

17.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

17.2 The Consultant is required to submit a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

18. Financial Proposal

18.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment.

a) Price Adjustment

18.2 The price submitted by the consultant shall be fixed and no price adjustments shall be allowed for the duration of the Services.

b) Tax Adjustment

18.3 The Consultant is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in Eswatini is provided in the **Data Sheet**.

c) Currency of Proposal

18.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.

d) Currency of Payment

18.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

19. Submission, Sealing, and Marking of Proposals

19.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

19.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

19.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

19.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal

19.4 The signed Technical Proposal shall be couriered or hand delivered to the address stated in the **Data Sheet** clearly marked **RFP 014/FY2021, "TECHNICAL PROPOSAL FOR CONSULTANCY SERVICES TO PROVIDE RECRUITMENT SERVICES "**, Closing Date **14th May, 2021 at 12:00 Hours**. name and address of the Consultant

19.5 Similarly, the Financial Proposal shall be couriered or hand delivered to the address stated in the Data Sheet clearly marked as **RFP 014/FY2021, "FINANCIAL PROPOSAL FOR CONSULTANCY SERVICES TO PROVIDE RECRUITMENT SERVICES"**, Closing Date **14th May, 2021 at 12:00 Hours**, name and address of the Consultant

19.6 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened

20. Confidentiality

20.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

21. Receiving the Technical and Financial Proposals

21.1 Technical Proposal shall be bound and submitted in two separate sealed envelopes which shall be deposited in the Tender Box placed at the Client's premises as indicated in the Data Sheet.

22. Proposal Evaluation

22.1 The evaluators shall evaluate the Proposal received against the requirements of the RFP and ToR.

22.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 14.7 of this ITC.. While evaluating the Proposal, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

23. Evaluation of Technical Proposal

23.1 The Client's evaluation committee shall evaluate the Technical Proposal on the basis of its responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. The Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

24. Financial Proposal for QCBS

24.1 In the case of Quality and Cost Based Selection (QCBS), following the scoring of the Technical Proposals, the Consultant(s) found to have achieved the minimum qualifying points in terms of meeting the requirements of the RFP and TOR shall be evaluated of their Financial Proposal(s).

24.2 The Financial Proposal shall be opened once the Technical Evaluation is complete and total score is calculated by weighting the technical and financial scores and adding the as per the formula and instruction in the Data Sheet. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

25. Public Opening of Financial Proposals

25.1 After the technical proposal is completed and IFAD has issued a No Objection, the Client shall notify those Consultants whose proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

25.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score and have indicated their interest in the opening. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be kept and availed to all Consultants who submitted Proposals on request.

26. Correction of Errors

26.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a) Time-based Contract

26.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.

In case of discrepancy between (i) a partial amount (sub- total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the

Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

27. Taxes

27.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in Eswatini in accordance with the instructions in the **Data Sheet**

28. Conversion to Single Currency Taxes

28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in Eswatini in accordance with the instructions in the **Data Sheet**.

29. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

29.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed Budget Selection

29.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

29.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least Cost Selection

29.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.

D. NEGOTIATION AND AWARD

30. Negotiations

30.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative who must have power of attorney to negotiate and sign the Contract on behalf of the Consulting firm.

30.2 The Client shall prepare minutes of negotiations that will be signed by the Client and the Consultant.

i) Availability of Key Expert

30.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

30.4 Notwithstanding the above, the substitution of original Consultant at negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

a) Technical Negotiation

30.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

b) Financial Negotiation

30.6 The negotiations include the clarification of the Consultant's tax liability in Eswatini and how it should be reflected in the Contract.

30.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

30.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Expert's and Non-Key Experts remuneration rate are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with ESPPRA.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

31. Conclusion of Negotiation

31.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorised representative.

31.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained IFAD's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

32. Award of Contract

32.1 After completing the evaluation and recommendation approved, the draft Contract shall be submitted to IFAD's no objection, the parties shall sign the Final Contract.

32.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

32.3 The contract will be awarded following a thorough evaluation exercise and CFI will notify unsuccessful tenderers in writing prior to issuing the notice of award, about intention to award tender to the successful tenderer. Any objections are to be submitted within 10 days after receiving the notice. The CFI shall then, thereafter, award the contract to the Tenderer who has submitted a substantially responsive tender, having the capacity and capability to undertake the assignment.

32.4 The successful tenderer will be notified in writing that its tender has been accepted and the Notice of Intention to Award shall be published on the ESPPRA website. The successful tenderer will be expected to respond with an acceptance letter and sign a contract within ten (10) days of acceptance. Unsuccessful tenderers will be notified as per ESPPRA Circular No. 3 of 2015 issued in terms of the Procurement Act, 2011.

E. DATA SHEET

ITC Clause Reference	
2.1	<p>Name of the Client: CENTRE FOR FINANCIAL INCLUSION</p> <p>Selection Method: Quality and Cost Selection (QCBS)</p> <p>Applicable Regulations: Eswatini Public Procurement Agency Circular 1 of 2016 established in terms of Procurement Act No. 7 of 2011</p>
2.2	<p>The Proposal shall consist of Technical Proposal and the Financial Proposal which shall be submitted in separate sealed envelope marked “Technical Proposal – RFP014/FY2021” and “Financial Proposal – RFP014/FY2021” respectively. The two sealed envelopes must be enclosed in one outer envelope, which shall be marked “Request for Proposal: Executive Recruitment Services for CFI – RFP014/FY2021, Do not open before Friday, 14th May, 2021 at 12:00 Hours” and addressed to The Acting Chief Executive Officer, Centre For Financial Inclusion. Failure to mark the envelope clearly and accurately may result in rejection of the Proposal.</p> <p>Tenderers shall submit one (1) Original document and five (4) copies of both Technical and Financial Proposal clearly marked accordingly.</p>
2.4	<p>The client’s representative is: Ms. Nomcebo Hadebe Acting Chief Executive Officer Centre for Financial Inclusion</p> <p>Address: P.O. Box 6805, Mbabane</p> <p>Telephone: +268 2404 9413/8432</p> <p>E-mail: nomcebohadebo@cfi.org.sz</p> <p>Copied to: sindimtande@cfi.org.sz</p>

2.5	Tenders may be collected from the CFI offices at First Floor, Lilunga House, Somhlolo Road, Mbabane, Eswatini. No Tender Fee required for this tender.
11.1	This RFP has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this RFP. Moreover, proposals shall be submitted in the English language.
14.1	This tender will remain valid for ninety (90) days after the submission date. During this period, the tenderer is expected to keep available the professional staff proposed for the assignment. The client will make its best effort to complete evaluation and award within this period. If the client wishes to extend the validity period of the proposals, the tenderers who do not agree have the right not to extend the validity of their proposals.
15.1	Clarifications may be requested not later than 30 th April, 2021. The address for requesting clarifications is: Nomcebo Hadebe Centre for Financial Inclusion P.O. Box 6805, Mbabane E-mail: nomcebohadebe@cfi.org.sz cc: sindimtande@cfi.org.sz
18.4	Firm to state all costs in local currency (E)
32.2	Commencement date of the assignment is within 10 days upon signing of Contract

F. KEY INFORMATION TO TENDERERD

33. RETURNABLE DOCUMENTS

CFI will require the Tenderers to submit the following information alongside the RFP documents:

i) Firm's Relevant experience

A detailed reference list stating similar work undertaken (executive and management positions) in the last five years, stating the position filled and the total cost of the work done.

At least **five reference letters** must be on previous client's letterhead detailing **executive placement** undertaken, quality of work done and ability of Consultant to meet deadlines.

It must be signed by a contactable referee who closely worked with consulting firm on the assignment. The letters must contain address and telephone numbers of at least three recent clients (less than 5 years assignments).

- ii) Certified Copy of Certificate of Incorporation.
- iii) Certified Copy of Current Trading License
- iv) An Original valid Tax Compliance Certificate or equivalent for foreign firms
- v) Certified copy of Labour Compliance Certificate or equivalent for foreign firms
- vi) Certified Copy of Form J (an official statement of the directors or alternative directors) or equivalent for foreign firms
- vii) Certified Copy of Form C (and annual summary of share capital and shares) or equivalent for foreign firms
- viii) Police clearance report for company Directors.
- ix) Certified copy of proof of Legal Joint Venture (where necessary)

The above stated documents must be bound together.

34. Preparation of Technical Proposal

- a. In preparing the Technical Proposal, bidders are expected to examine the Scope of Work in detail and request clarity via email where necessary before the deadline for requesting clarifications as stated in the Data Sheet. Information deficiencies in providing the information requested may result in rejection of a proposal.
- b. In preparation of the Technical Proposal, bidders must give particular attention to the following:
 - Legally binding Joint Ventures are welcome, only with approval of the client
 - It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

35. Preparation of Financial Proposal

Financial proposals must be broken down for better understanding and consideration. The Consultant should specify in the Proposal the fees required to undertake the work set out in the RFP on the Terms of Reference, the Workplan and methodology. All costs should be detailed separately and the various stages of the work plan.

The fees structure should be based on the milestones and deliverables over the duration of the contract period.

No additions will be made on the grounds of price inflation or failure to foresee the scope of work involved.

Consultants are expected to detail (break down) the Financial Proposal for ease of adjudication.

SECTION 3: TECHNICAL PROPOSAL

TECH-1 Technical Proposal Submission Form

[>>>Name and Address of Audit Firm<<<]

To: Acting Chief Executive Officer
Centre for Financial Inclusion
P. O. Box 6805
Mbabane
Eswatini

Dear Madam:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in separate envelopes and enclosed in one sealed outer envelope.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted and Engagement Letter signed, to initiate the auditing services related to the assignment not later than the date indicated in Paragraph Reference 20.1 of the Data Sheet.

We understand the Centre for Financial Inclusion (CFI) is not bound to accept the lowest or any proposal.

We remain,

Yours Sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

SIMPLIFIED TECHNICAL PROPOSAL

FORM- TECH 2

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-2: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) Technical Approach, Methodology, and Organization of the Consultant's team
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) Work Plan and Staffing

{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 Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Comments (on the TOR and on counterpart staff and facilities)

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

TECH-3 CONSULTANT'S TEAM COMPOSITION AND CVs

Detailed CVs listing the following:

1. Please provide the organogram structure of the organisation in relation to the team to be assigned for the services
2. Please provide the CVs of the proposed consultants to be assigned for this recruitment of the various positions. Note the professional and academic qualifications, years of recruitment experience, recent executive recruitments undertaken in parastatals, experience in the recruitment of other management positions for parastatals in Eswatini
3. What would be the nature and extent of the involvement of the proposed team members?

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes each team member, qualifications, and experience, and we are available to undertake the

assignment in case of an award. We understand that any misstatement or misrepresentation described herein may lead to our disqualification or dismissal by the Client, and/or sanctions by Eswatini Public Procurement Regulatory Agency (ESPPRA).

(signature of authorized representative)

(Date: Day/Month/Year)

TECH – 4 DECLARATION OF ELIGIBILITY

Declaration of Eligibility Form

The tenderer must provide a signed declaration on its company letterhead in the format below. If the tenderer is a joint venture or consortium, all members of the joint venture must sign their own declaration.

[Name of company, address and date]

To: The Chief Executive Officer
CENTRE FOR FINANCIAL INCLUSION
P.O.BOX 6805
Mbabane

Dear Madam,

Tender No. RFP 014/2021 – Consultancy for Provision of Recruitment Services for Centre for Financial Inclusion

I/hereby declare that:

- 1) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- 2) 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.
- 3) I/We, have fulfilled our obligations to pay taxes and social security contributions
- 4) I/We, have not and our directors or officers have not, been convicted of any criminal offence related to our or their professional conduct or the making of false statements or misinterpretation as to their qualifications to enter into a contract within a period of five years, preceding the commencement of the procurement proceedings
- 5) I/We, do not have any conflict of interest in relation to the procurement requirement and
- 6) I/We, are not subject to suspension in accordance with Section 55 and none of our directors or officers have been involved in a tender or contract currently subject to suspension.

Signed.....

Name of Authorised representative

Date.....

SECTION 4: FINANCIAL PROPOSAL

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- | | |
|-------|------------------------------------|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Breakdown of Remuneration |



FIN-4 Reimbursable expenses

FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

To: Acting Chief Executive Officer
Centre for Financial Inclusion
P. O. Box 6805
Mbabane
Eswatini

Dear Madam

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures},

Our Financial Proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.



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

We remain,

Yours Sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

FIN-2 SUMMARY OF ACTIVITY COSTS

Consultant must state the proposed Costs in accordance with paragraph 17.1 of the Proposal.

Commissions and gratuities, if any, paid or to be paid to agents by Recruitment Firm(s) and related to the assignment should be listed

Cost of the Financial Proposal should detail the following:

FEES	COST
Fees (provide detailed rates and descriptions)	
Reimbursable costs (provide detailed rates and descriptions)	
% fee increases in subsequent years, describe basis for increase	
Local taxes (provide detailed rates and descriptions)	

Consultant may expand to include more categories and types of relevant data and information as appropriate

Total Cost of the Financial Proposal (Should Match Fin-1)_____

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 18.4).

SECTION 5 – ELIGIBLE COUNTRIES

In reference to ITC 8.3.2, and pursuant to Section D. "Eligibility" of the IFAD Project Procurement Guidelines, IFAD financing proceeds are disbursed exclusively for expenditures of goods, works and services produced in or supplied from the territory of any country.

SECTION 6 - IFAD REVISED POLICY ON PREVENTING FRAUD AND CORRUPTION IN ITS ACTIVITIES AND OPERATIONS

Corrupt or Fraudulent Practices

(This Section 6 shall not be modified)

1.1 The Revised IFAD Policy on Preventing Fraud and Corruption in Its Activities and Operations (hereinafter, the "Revised Policy") applies to individuals and entities that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by IFAD, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, consultant and any of their agents or personnel (all such individuals and entities are collectively referred to as "Third Parties" or "Third Party"). Pursuant to the Revised Policy, Third Parties shall refrain from engaging in the following practices, which are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:

- (i) a "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- (ii) a "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- (iii) a "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (iv) a "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions

of that or another party;

(v) an “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by IFAD or making false statements to investigators in order to materially impede an investigation by IFAD;

(bb) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by IFAD or from pursuing such an investigation; and/or

(cc) the commission of any act intended to materially impede the exercise of IFAD's contractual rights of audit, inspection and access to information, provided for under sub-clause 1.2 below.

1.2 In pursuance of this policy:

- (i) Third Parties shall disclose, in the course of a procurement process or any time thereafter, information relating to themselves or any of their key personnel concerning:
 - (aa) relevant criminal convictions, administrative sanctions and/or temporary suspensions;
 - (bb) agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and
 - (cc) any actual or potential conflict of interest in connection with a procurement process or the execution of a contract;
- (ii) Third Parties shall promptly report to IFAD any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
- (iii) IFAD possesses jurisdiction to investigate allegations and other indications of prohibited practises and to impose sanctions on Third Parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
- (iv) Third Parties shall fully cooperate with any investigation conducted by IFAD, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by IFAD;
- (v) Third Parties shall maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for a period of 3 (three) years after completion of the bid;

- (vi) should IFAD determine that a Third Party has engaged in any of the prohibited practices defined under sub-clause 1.1 above, it may impose on the Third Party any of the administrative sanctions provided by the Revised Policy, Section F, (ii);
- (vii) during the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, IFAD may decide, at any time, to temporarily suspend payments to a Third Party or to temporarily suspend its eligibility to participate in IFAD-financed and/or IFAD managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional period of six (6) months, as provided by the Revised Policy, Section F, (i);
- (viii) public entities receiving IFAD financing or financing managed by IFAD and any of their agents or personnel and private entities receiving IFAD financing or financing managed by IFAD and any of their agents or personnel shall terminate or suspend the contract if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by IFAD;
- (ix) furthermore, Third Parties' attention is drawn to IFAD's policy of unilaterally recognizing debarments imposed by other International Financial Institutions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.³

³ The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading International Financial Institutions, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

SECTION 7: TERMS OF REFERENCE

PART II

TERMS OF REFERENCE

1. PREAMBLE
2. BACKGROUND
3. SCOPE OF WORK
4. DELIVERABLES
5. REPORTING TIMELINES
6. EVALUATION METHODOLOGY

RECRUITMENT SERVICES FOR CENTRE FOR FINANCIAL INCLUSION PERSONNEL

1. PREAMBLE

The Centre for Financial Inclusion (CFI) is a semi-autonomous wing of the Ministry of Finance with the mandate to co-ordinate and monitor the implementation of the **National Financial Inclusion Strategy** (NFIS) for the Kingdom of Eswatini 2017 – 2022. The objective of the NFIS is to facilitate **access and usage** of affordable and quality financial services particularly for the low-income segments of the population and the Micro, Small & Medium Enterprises (MSMEs).

The World Bank has acknowledged that **access to finance** has a positive correlation to economic growth and hence literature indicate that financial inclusion can be enabler for the achievement of 11 out of the 17 **Sustainable Development Goals** (SDGs). The implementation of the NFIS in the Kingdom is complementing the **SADC Regional Industrialization Strategy** which requires that all the *member countries implement financial inclusion strategy that will catalyse the transition of the small local businesses to major trade*. The current FY 2019/20 provides the mid-point for the implementation of the NFIS.

2. BACKGROUND

REQUEST FOR PROPOSALS (RFP): PROVISION OF RECRUITMENT SERVICES FOR CENTRE FOR FINANCIAL INCLUSION

For the Centre for Financial Inclusion (CFI) invites sealed proposals for provision of recruitment services for the position of **Chief Finance Officer** tenable at the Centre. The Request for Proposal Documents are obtainable from the Centre for Financial Inclusion offices, Plot 2176, First Floor, Lilunga House, Somhlolo Road, Mbabane.

Proposals are invited from reputable, eligible and qualified Recruitment Consulting Firms for the recruitment of the Centre's:

- ✓ **Chief Finance Officer**

The technical and financial proposals are to be submitted in separate sealed envelopes, one containing the Technical proposal marked "Technical Proposal for Recruitment Services for CFI", and the Financial Proposal marked "Financial Proposal for Recruitment Services for CFI".

Only firms who possess the requisite and relevant human resource experience and capacity to deliver according to expectations should apply.

The CFI does not bind itself to accepting any or the lowest tender.

3. SCOPE OF WORK

The objective of the bid is to procure services of a consultant to assist Centre for Financial Inclusion to recruit Chief Finance Officer for the organization, a position which is tenable at the Centre for Financial Inclusion (CFI).

1.1 The Successful Consultant will:

- a) Conduct a job profile for the position of CFO to determine the experience both technical and leadership, relevant qualifications, exposure, skills and personal attributes required for this position;
- b) On completion of the job profiling, prepare the advertisement layout for the position for approval by the Ministry of Finance Principal Secretary and International Fund for Agricultural Development (IFAD);
- c) Advertise the position in the local newspapers (twice in each newspaper) and CFI website, receive and screen the applications on behalf of CFI and report progress to the

CFI Management, Principal Secretary (PS) of the Ministry of Finance after the closing date;

- d) Keep detailed record of ALL applications received before the closing date;
- e) Shortlist suitable candidates through a thorough screening process against the key requirements for each position;
- f) Interview shortlisted candidates against the position requirements
- g) Carry out psychometric assessment of the top **three** candidates for the position of CFO on their leadership, administrative, emotional intelligence and technical competencies, strengths and potential limitations as well as general behavioral characteristics relevant to the position;
- h) Prepare a report for the Ministry of Finance and IFAD on the three final shortlisted candidates on the position that will undergo the final interview, which interview shall be attended by representatives of the Ministry of Finance and the Centre for Financial Inclusion;
- i) Upon approval of the report and acceptance of the shortlisted candidates, invite the candidates for the final interview with Ministry of Finance and Centre for Financial Inclusion;
- j) Arrange the venue for the final interview, prepare schedule for interviews, scoring sheets, guide for panel, interview questionnaires, candidate files containing CVs of all the candidates and results of psychometric assessment for the CFO position;
- k) Chair and coordinate the interview process.

4. DELIVERABLES

The deliverables for this assignment include:

- a) Submission of a report on the final suitable candidates for the position to Centre for Financial Inclusion and the Ministry of Finance.
- b) Consolidation of the assessment sheets and present a recommendation to CFI and the Ministry of Finance PS for final decision
- c) Submission of a detailed final report after the interviews on the recruitment exercise
- d) In addition, the Consultant shall compile a database on the final shortlisted candidates with the following information:
 - The candidate's ID number and details for each application

- Criteria of selection in line with the requirements of the job description.
- Shortlisted candidate's certified copies of qualifications and IDs.
- Interview results of shortlisted candidates including scoring by each panel member.
- Competency Assessments and the results on all shortlisted candidates.
- Report on full background and reference checks (employment references, credit and criminal etc.) performed on all shortlisted candidates.

5. REPORTING TIMELINES

The Consultant shall, as part of their proposal, develop a project plan detailing the timelines for each step in the recruitment process. The assignment is expected to be completed within **12 weeks (3 months)** from date of appointment.

6. QUALIFICATIONS AND EXPERIENCE OF CONSULTANT

(I) Qualifications and experience of lead consultant required include:

- a) Over Ten (10) years corporate recruitment experience;
- b) Registered with accredited psychological profiling tools (Thomas International/Hermann International);
- c) Professional Human Resources Certification;
- d) Modern corporate leadership recruitment techniques;
- e) Good facilitation and communication skills;
- f) Fluent English communication skills; orally and report writing.
- g) Thorough understanding of Eswatini public sector environment
- h) General knowledge of various employment laws and practices
- i) Proven Track Record in placements of **Chief Finance Officer** and **Chief Executive Officer**. Consultant must provide client testimonials for similar placements done from Five (5) corporate organizations in the last five (5) years for these executive positions;

(ii) Qualifications and experience of personnel to be assigned to this assignment.

- a) CVs detailing relevant years of experience of personnel to be directly involved
- b) Qualifications of personnel to be directly involved in the process

7. EVALUATION METHODOLOGY

The **Tender Evaluation Methodology and Criteria** will be applied in accordance with the procedures described in **Section 99 of the SPPRA Circular 1 of 2016 establishing the Public Procurement Procedures promulgated under the Swaziland Procurement Act of 2011**, as outlined below:

- a) a preliminary examination to determine whether tenders are complete and are responsive to the basic instructions and requirements of the tender document;
- b) a technical evaluation to compare each proposal to the technical requirements of the terms of reference on the basis of the established evaluation criteria, to determine whether the tenders are substantially responsive; and
- c) a financial evaluation and comparison to determine the tender with the lowest evaluated price.

(i) Preliminary Evaluation

A preliminary assessment will be done to assess the proposal's compliance with returnable documents and instructions to bidders. Proposals that fail to meet these requirements will be disqualified.

(ii) Technical Evaluation

The Client's evaluation committee shall evaluate the Technical Proposal on the basis of its responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. The Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

(iii) Evaluation Criteria

The application of the evaluation criteria and point system shall be computed using the point system stated in the evaluation criteria.

The points shall be allocated based on the proposal's responsiveness using the stated criteria below. The points range from Satisfactory = 3 points; Average = 2 points; and Poor = 1 point.

Table 1 Evaluation Methodology and Criteria

Description	Score	Weight
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a) Approach, Methodology and Project Management for the assignment detailing the different positions (i) Clear and concise = 3 points; (ii) Average = 2 points (iii) Poor = 1 point		30
b) Responsiveness of Proposal to the Terms of Reference (i) Substantially responsive = 3 points (ii) Average = 2 points (iii) Poor = 1 point		20
c) Experience of Firm in executive recruitment (Provide client list for the various executive positions including period and value of assignment) (i) Over 10 years = 3 points (ii) between 8 – 10 years = 2 points (iii) less than 8 years = 1 point		20
d) Qualifications and experience of lead consultant in recruitment services (i) Over 10 years in recruitment = 3 points (ii) Between 5 – 10 years = 3 points (iii) Less than 5 years = 1 point		30
Total		100

The qualification threshold is a minimum of 85 points. Bidders who score below the minimum qualification threshold will be disqualified from further evaluation of the financial proposal.

(iv) Financial Evaluation

In the case of Quality and Cost Based Selection (QCBS), following the scoring of the Technical Proposals, the Consultant(s) found to have achieved the minimum qualifying points in terms of meeting the requirements of the RFP and TOR shall be evaluated of their Financial Proposal(s).

The Financial Proposal shall be opened once the Technical Evaluation is complete and total score is calculated by weighting the technical and financial scores and adding the as per the formula and

instruction in the Data Sheet. The consultant achieving the highest combined technical and financial score will be invited for negotiations.⁸

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (TP = the weight given to the Technical Proposal; FP = the weight given to the Financial Proposal; TP + FP = 1) indicated in the RFP document: $S = St \times Tp\% + Sf \times Fp\%$. 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:

TP = 0.80

FP = 0.20

SECTION 8: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Regulations" means Public Procurement Regulations, Statutory Instrument No. 7 of 2011.
- (b) "Applicable Law" means the Laws of the Kingdom of Eswatini and any other instruments having the force of law in the Kingdom of Eswatini as they may be issued and in force from time to time.
- (c) "Client" means the Procuring Entity or implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) "Day" means a working day unless indicated otherwise.
- (g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 13.
- (i) "Foreign Currency" means any currency other than the currency of the Kingdom of Eswatini
- (j) "GCC" means these General Conditions of Contract.
- (k) "Government" means the government of the Kingdom of Eswatini
- (n) "Local Currency" means the currency of the Kingdom of Eswatini

- (p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Corrupt and Fraudulent Practices

8.1. IFAD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6 of this RFP.

8.2 In addition to the abovementioned governmental provisions, IFAD requires that all beneficiaries of IFAD funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its activities and operations, revised on 12 December 2018 (EB 2018/125/R.6, hereinafter "IFAD's Anti-Corruption Policy").

8.3 For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices":

- (a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- (c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- (e) "obstructive practice" is
 - (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund;
 - (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or

- (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

8.4 The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

8.5 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to:

- (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner;
- (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and
- (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund also has the right to unilaterally recognize debarments by any of the International financial Institutions that are members to the agreement for mutual enforcement of debarment decisions if such debarments meet the requirements for mutual recognition under the agreement for mutual enforcement of debarment decisions.

8.6 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

8.7 Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.

8.8 The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

8.9 The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

9. Sexual harassment, sexual exploitation and abuse

9.1 The Fund requires that all beneficiaries of IFAD Funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- (a) Sexual harassment means "any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- (b) Sexual exploitation and abuse means "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)".

9.2 Employers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

9.3 The bidder or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

10. Money laundering and terrorist financing

10.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the employer, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall commence work within 10 days of the contract signing

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. 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.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations, the prior written consent of Eswatini Public Procurement Regulatory Agency required.

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strike action.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payments required hereunder.

- weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

b. No Breach of Contract

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this 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 this Contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 29.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- (i) shall specify the nature of the failure, and
- (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes insolvent or bankrupt or enter 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;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 29.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 29.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 29.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 14 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 16, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22,
- (ii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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, the Consultant shall proceed as provided by Clauses GCC 26.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

19.1.6.1 payment for Services satisfactorily performed prior to the effective date of termination;

19.1.6.2 and in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

A. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services 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 Consultant shall always act, in respect of

any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties. In the performance of the services, the Consultant shall be subject to performance evaluations at completion of assignment.

20.2. The Consultant shall undertake this assignment as a single source tenderer having met the requirements of the selection method.

20.3. The Consultant may not subcontract Services in part or in whole.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that he/she complies with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Kingdom of Eswatini when as a matter of law or official regulations, the Government 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 prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant shall constitute the Consultant's only payment in connection with this Contract.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client.

b. Prohibition of Conflicting Activities

21.1.3 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

c. Strict Duty to Disclose Conflicting Activities

21.1.4 The Consultant has an obligation and shall ensure he/she discloses any situation of actual or potential conflict that impacts his/her capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant make public the recommendations formulated in the course of, or as a result of, the Services.

22.2 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Obligations of the Consultant

24.1 The Consultant shall be responsible for

i. Taxes and duties

The consultant shall be liable for the payment of income and applicable taxes, duties and other imposition as may be levied under the laws and regulations of the Kingdom of Eswatini.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit the Government and/or persons appointed by the Government to inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government or IFAD if requested by IFAD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under

this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ESPPRA's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in the Terms of Reference of this RFP.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the RFP, all reports and relevant data and information, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

F. SETTLEMENT OF DISPUTE

28. Amicable Settlement

28.1 The Parties shall seek to resolve any dispute amicably by mutual consultation

28.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party

29. Dispute Resolution

29.1 Any dispute between the Parties arising under or related to the Contract that cannot be settled amicably may be referred to by either Party to the adjudication/ arbitration in accordance with the provisions specified in the SCC.

30. Authority of Member in Charge

30.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

31 Authorized Representatives

31.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those of the GCC

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the laws of the Kingdom of Eswatini.
GCC 4.1	The Governing Language shall be English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Centre for Financial Inclusion First Floor, Lilunga House, Somhlolo Road, Mbabane, Eswatini <i>P. O. Box 6805</i> <i>Mbabane</i> <i>Eswatini</i></p> <p>Attention: <i>The Acting Chief Executive Officer</i> Cable address: n/a Telex: n/a Facsimile: +268 2404 7025</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>

GCC 11	<p>The effectiveness conditions are the following:</p> <ol style="list-style-type: none"> <i>1. Signing of the contract</i> <i>2. Provision of key staff by the consultant</i>
GCC 12	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be One <i>(1) month</i></p>
GCC 13	<p>Commencement of Services:</p> <p>The number of days shall be <i>ten (10) days after contract effectiveness conditions are met.</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
GCC 14	<p>Expiration of Contract</p> <p>The period shall be Three (3) Months</p>
GCC 21 b	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes <u>X</u></p>
GCC 23	<p>No additional provisions.</p> <p><i>/OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be</p>

	<p>liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with Eswatini Public Procurement Agency prior to accepting any changes to what was included in the issued RFP.</i></p> <p><i>The Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>Eswatini Public Procurement Agency does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the laws of the Kingdom of Eswatini</i></p>
GCC 29.1	<p><i>In contracts with foreign consultants, the Government requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration

	<p>shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the International Court of Arbitration (ICC) for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, International Court of Arbitration (ICC) shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Court's Secretariat.</p> <p>If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Court's Secretariat (b) to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2 <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade</p>
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	<p>Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or</p> <p>technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties]</i>; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in neither Eswatini <i>nor the Consultant's country</i>,</p> <p>(b) the English language shall be the official language for all purposes; and</p>
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	<p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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