

APPENDICES

[These appendices shall be developed by the Procuring Entity as part of the Contract at the time when the Contract has been awarded].

APPENDIX A – DESCRIPTION OF SERVICES

[Provide here detailed descriptions of the Services to be provided, dates for completion of the various tasks, place of performance for the different tasks, specific tasks to be approved by Client, etc.]

APPENDIX B - REPORTING REQUIREMENTS

[Provide here information about the format, frequency and contents of reports, persons to receive these reports, dates of submission of the reports, etc.]

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

[Provide here the following information:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Eswatini, and estimated staff-months for each.*
- C-2 Same as C-1 for key foreign personnel to be assigned to work outside Eswatini*
- C-3 List approved Sub-Consultants (if already available); List same information with respect to the Sub-Consultants' Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for key local personnel.]*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

[List here the services and facilities to be made available to the Consultant by the Client.]

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

[If to be used, see Clause GCC 6.4 and Clause SC 6.4 and use relevant form found the next page.]

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



BANK GUARANTEE FOR ADVANCE PAYMENT

_____ [>>>>Bank's Name, and Address of Issuing Branch or Office>>>]

Beneficiary: _____ [>>>Name and Address of Client>>]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [>>>Name of Consulting Firm>>] (hereinafter called "the Consultants") has entered into Contract No. ESWADE/0610 dated [>>>insert date>>] with you, for the provision of [>>>Brief description of Services>>] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words>>]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [>>>Name of Bank>>] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [>>>amount in figures>>] ([>>>amount in words>>])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at [>>>name and address of Bank>>].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the [>>>insert date>>], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

(signature(s))

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency(ies) of the advance payment as specified in the Contract

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.

