

**ESWATINI ENERGY REGULATORY AUTHORITY**



**REQUEST FOR PROPOSAL  
FOR  
INDIVIDUAL CONSULTANCY SERVICES – GENDER SPECIALIST CONSULTANT**

**REFERENCE NUMBER: ESERA/RFP/07/2022-2023**

**DECEMBER 2022**





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## 1. LETTER OF INVITATION TO TENDER

The Eswatini Energy Regulatory Authority (ESERA) hereby invites competent and qualified national individual consultants to submit their bids for the following tender:

Bid Number: ESERA/RFP/07/2022-2023

Bid Description: Procurement of Consultancy Services: Gender Specialist Consultant

Objective: The general objective of the consultancy is provision of high quality technical support in ensuring the quality of the gender-responsiveness and mainstreaming of the project, as well as knowledge and capacity building activities, in accordance with the objective and outcomes of the Africa Minigrids Program (AMP) project document and the Gender Action Plan. .

Access to Bid Documents: The RFP is available on ESERA's and ESPRA's websites.

Closing Date: 12 noon (CAT) on 22 December, 2022. Bidders are invited to attend Tender Opening which will occur immediately after the closing time.

Details on Bid Submission: A technical and a financial proposal shall be submitted either in hard copy or soft copy (through a flash drive) enclosed in plain, wrapped and sealed separate envelopes clearly marked with the Bid number and description on the outside and deposited in the ESERA tender box situated at the ESERA offices reception. They must be delivered on or before the Date of Closure and addressed to:

**The Chief Executive Officer  
Eswatini Energy Regulatory Authority  
First Floor, RHUS Office Park  
Karl Grant Street, MBABANE**

All enquiries relating to this tender should be directed in writing to Mr. Saneliso Makhanya through email to [makhanyas@esera.org.sz](mailto:makhanyas@esera.org.sz)



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## TERMS OF REFERENCE

### Gender Specialist Consultant Eswatini National Project under the Africa Minigrids Program (AMP) REFERENCE NUMBER: ESERA/RFP/07/2022-2023

#### 2. Project Background:

The Ministry of Natural Resources and Energy (MNRE) nominated Eswatini Energy Regulatory Authority (ESERA) to implement a project under the Africa Minigrids Program (AMP) - the 'National child project under the GEF Africa Minigrids Program – Eswatini' (PIMS 6432) (AMP in Eswatini).

The AMP is a country-led regional technical assistance program for minigrids, active in an initial 21 African countries. It is led by the United Nations Development Programme (UNDP) with funding primarily from the Global Environment facility (GEF), and implemented together with Rocky Mountain Institute (RMI) and the African Development Bank (AfDB), linking up with a wide array of minigrid stakeholders in Africa and beyond.

As part of this programme, the AMP in Eswatini aims to support access to clean energy by increasing the financial viability and promoting scaled-up commercial investment in renewable energy (RE) minigrids. The project has been approved and officially started implementation on 22 July 2022.

The project will provide technical assistance and investment support to improve energy access in rural areas. It is designed to accelerate renewable energy minigrid development, building data and knowledge resources and 'proof of concept' business models that can inform planning, de-risk investments and encourage private sector participation in the country. This aligns with the country targets for renewable energy (RE) and the expectation that minigrids will contribute to the goal of achieving universal energy access, as set out by the National Energy Policy (2018) and the Kingdom of Eswatini Energy Masterplan, 2034.

This contribution will be achieved through three outcomes:

- (i) appropriate policies and regulations addressing policy, institutional, regulatory and technical barriers to investment in RE minigrids;
- (ii) innovative business models, based on cost reduction, operationalized; and
- (iii) increased awareness and network opportunities in the minigrid market and among stakeholders as well as lessons learned for scaling up rural electrification using RE minigrids.

#### 3. TOR Background

UNDP prioritizes gender mainstreaming as its main strategy to achieve gender equality and women's empowerment. Gender mainstreaming is the process of assessing any planned action in all areas and levels to determine the implication for women and men. It is a strategy for making women's, as well as men's, concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of projects so that women benefit equally.





For the AMP in Eswatini, a gender analysis was conducted to inform project design. Based on the results of the gender assessment, a Gender Action Plan was prepared providing a “gender lens” over the project, and identifying concrete strategies for ensuring equitable participation and benefit incidence among women and men across the various program components. The analysis and gender action plan are included as Annex 11 to the Project Document (ProDoc).

**The Gender Action Plan for the Eswatini minigrids project attempts to accomplish two primary tasks**, first to make women – their needs and potential contributions – visible in the sector (including to government planners, development partners, and infrastructure developers), and second to demonstrate the techniques and processes that can make mini-grids an engine for opportunity for all individuals regardless of gender. Documentation and analysis of results from the latter, then, are also expected to help strengthen the former.

**The gender strategy as applied to Component 1 (Policy and Regulation) is to increase the visibility of women in the sector.** As women remain historically disadvantaged with respect to landholding and asset accumulation, as they own and manage (on average) smaller businesses, as a large share of their production is not monetized/quantified, traditional yardsticks for spotting mini-grid opportunities (e.g., geospatial economic indicators, national statistical accounts) likely present a view biased towards *male-centred* opportunities.

**For this reason, it will be important to deliberately explore the concept of “hidden” female opportunities as well**, for instance by ensuring that both male- and female-dominated crops, agro-processing value addition steps, and small commercial ventures are included and tagged as such. Similarly, domestic/household productive use that can lead to income generation, either directly through cottage production or indirectly by relaxing women’s time poverty constraint, should not be overlooked. And women-centred institutions, such as self-help organizations, savings and credit groups, MFIs, agricultural coops, and more, should also be inventoried as potentially enabling infrastructure (like roads or proximity to markets) increasing the likelihood of success for PUE uptake. Data completeness at the opportunity mapping stage is a first critical step towards women’s inclusion in the sector, inclusion which will also be strengthened by also raising women’s profiles through the National Dialog to be established (Output 1.2) and via the activity that supports capacity building of public officials (Output 1.3).

**The gender strategy for Component 2 (Business Model Innovation) calls for women and men to be co-equal beneficiaries of two productive use pilots.** In this, the project should seek to execute concrete transactions of the type that are theoretically explored in the opportunity mapping/inventory activity (i.e., Output 1.1). This will likely involve additional effort “selling” the idea, finding and connecting with women, especially widows who may be secluded, establishing trust, convincing some women who are at first hesitant. “Selling” the idea also involves convincing male relatives and other community members and leaders that women’s PUE is coherent with broader aspirations and presents a win-win proposition for all concerned. Promoting women’s participation in PUE will also entail employing differentiated support strategies, building agency and soft skills in parallel, compensating for lower asset levels and financial inclusion, addressing a potential lack of formal premises from which to conduct business, and renegotiating expectations around reproductive work during the adoption of new appliances, for example.





Ultimately, the project hopes to confirm that it is feasible, even economically desirable, to expand mini-grid services to a wider swath of individuals, men and women, taking up PUE. The Project activities geared toward monitoring, capturing lessons learned, and exchanging knowledge with a wider community, and especially with national mini-grid developers, will also include insights from the gender mainstreaming and empowerment tasks. It is theorized that, under the right circumstances, access to electricity and to electricity-enabled lines of business might not only lead to rising incomes for women, but raise women's status within the household, strengthen their influence over expenditures and other major life decisions, and potentially even expand their roles in public life. At the very least, the Project must ensure that electricity provision does not lead to the disproportionate accrual of benefits to men and a weakening of women's relative bargaining position.

ESERA is seeking to recruit a Gender Specialist to ensure that gender considerations are fully mainstreamed into all relevant project activities and that the Gender Action Plan is fully implemented (refer to [Annex 11 of prodoc](#)). The objective of the work is to ensure that the project contributes to gender equality and women's empowerment.

#### 4. Duties and Responsibilities

The Gender Specialist will be responsible for providing high quality technical support in ensuring the quality of the gender-responsiveness and mainstreaming of the project, as well as knowledge and capacity building activities, in accordance with the objective and outcomes of the project document and the Gender Action Plan.

##### Duties and Responsibilities

- Review the Gender Action Plan and update and revise corresponding gender actions as necessary;
- Oversee, develop and coordinate implementation of all gender-related work;
- Provide guidance to the various aspects of project implementation to enhance mainstreaming gender equality and women's empowerment in all aspects of the project and to ensure gender sensitive communication and consultation;
- Monitor progress in implementation of the project Gender Action Plan, ensuring that targets are fully met and the reporting requirements are fulfilled;
- Work with the Project Management Unit (PMU) and Safeguards Specialist to ensure reporting, monitoring and evaluation fully address the gender issues of the project, including monitoring, managing and mitigating gender and social risks;
- Support knowledge sharing, documentation and dissemination of good practices on gender equality, women's empowerment and rights within the project and the program.

#### 5. Expected Tasks and Deliverables

##### The consultant shall perform the following tasks:

**Task 1: Update the Gender Action Plan:** The Gender Specialist will review the Gender Action Plan and update and revise the corresponding gender actions as necessary, integrating best practice approaches on gender equality. As the project document was developed in 2020-21, the baseline situation may have changed and some project outputs and activities may have been amended during the inception phase. In close





coordination with the Project Manager and key partners, the Gender Specialist should review the proposed gender actions to ensure that they remain relevant and ambitious. A key question to consider is if the gender actions are implemented successfully, will they result in women's needs and potential contributions being more visible in the mini-grids sector? The output of this work will be an updated Gender Action Plan, with a short note on any changes made to the gender actions, indicators and targets.

**Task 2: Oversee and coordinate the implementation of all gender-related work, including the activities in the Gender Action Plan.** The Gender Specialist will take the lead in implementing the actions in the Gender Action Plan, working closely with the identified responsible institutions. For the Eswatini AMP project, this would entail the following key deliverables:

- Conduct a mapping and gender analysis of potential mini-grid sites
- Develop a 2-5-page knowledge product for mini-grid developers drawing on local examples that makes the business case for training and hiring women in local operations and maintenance, supporting them as potential business customers, and approaching them as adopters of electricity-consuming household technology.
- Research and disseminate a briefing note on gender impacts of rural electrification via mini-grids and the role of women in MG development and management. The note should include a 1-2-page section on specific gender lessons learned and examination of how barriers can be overcome in the future.

**Task 3: Provide guidance to the various aspects of project implementation to enhance mainstreaming gender equality and women's empowerment in all aspects of the project.** The Gender Specialist will provide strategic guidance to the implementing partner and Project Management Unit on tailored approaches to prioritize women's needs, identify gender equality priorities in the pilot project development, and make recommendations for improved gender representation in all project-related activities, ensuring inclusivity and gender sensitive communication and consultation. Where relevant, the consultant could organize trainings on gender equality and women's empowerment for public officials, private sector MG developers, and beneficiaries. The consultant will consolidate strategic guidance provided to the implementing partner and Project Management Unit in Guidance Note(s) or paper(s).

**Task 4: Monitor progress in implementation of the project Gender Action Plan, ensuring that targets are fully met and the reporting requirements are fulfilled.** The consultant should prepare a brief annual report on the status of the Gender Action Plan, indicating whether each gender action is planned, in progress, or completed. The report should also present cumulative progress against each of the targets in the Gender Action Plan. If any gender actions are off track, the consultant should propose an action plan with adaptive management measures. This annual reporting will provide a useful input to key monitoring and evaluation milestones such as the annual Project Implementation Report (PIR), as well as the independent mid-term review and independent terminal evaluation.

**Task 5: Ensure reporting, monitoring and evaluation fully address the gender issues of the project, in cooperation with the PMU and Safeguards Specialist.** This task would include the following activities:

- Contribute to the gender section of the annual Project Implementation Report (PIR), providing narrative responses to the following questions:
  - Please specify results achieved this reporting period that focus on increasing gender equality and the empowerment of women. Please explain how the results reported addressed the







different needs of men or women, changed norms, values, and power structures, and/or contributed to transforming or challenging gender inequalities and discrimination.

- Please describe how work to advance gender equality and women's empowerment enhanced the project's environmental and/or resilience outcomes.
- Ensure gender sensitivity in data strategy, data collection frameworks, monitoring, analysis and reporting.
- Support knowledge sharing, documentation, and dissemination of good practices on gender equality, women's empowerment, and rights within the project.

**The consultant shall prepare and submit the following deliverables:**

<b>Task</b>	<b>Deliverable</b>
Task 1: Update the Gender Action Plan	<ul style="list-style-type: none"> <li>• Revised Gender Action Plan</li> <li>• Explanatory Note on changes made to the gender actions, indicators and targets</li> </ul>
Task 2: Oversee and coordinate the implementation of all gender-related work, including the activities in the Gender Action Plan	<ul style="list-style-type: none"> <li>• Mapping and gender analysis of potential mini-grid sites</li> <li>• Knowledge product for mini-grid developers</li> <li>• Briefing note on gender impacts of rural electrification via mini-grids and the role of women in MG development and management.</li> </ul>
Task 3: Provide guidance to the various aspects of project implementation to enhance mainstreaming gender equality and women's empowerment in all aspects of the project	<ul style="list-style-type: none"> <li>• Delivery of trainings on gender equality and women's empowerment for project stakeholders</li> <li>• Guidance Note(s) or paper(s) on gender mainstreaming</li> </ul>
Task 4: Monitor progress in implementation of the project Gender Action Plan, ensuring that targets are fully met and the reporting requirements are fulfilled	<ul style="list-style-type: none"> <li>• Annual report on the status of the Gender Action Plan</li> </ul>
Task 5: Ensure reporting, monitoring and evaluation fully address the gender issues of the project, in cooperation with the PMU and Safeguards Specialist	<ul style="list-style-type: none"> <li>• Synthesis of findings and recommendations to improve M&amp;E gender-responsiveness</li> </ul>

**6. Institutional Arrangement:**

The consultant will report to, seek approval/acceptance of outputs/deliverables from the Project Manager of the national child project.

The contractor is expected to have her/his own office space, laptop and access to internet and a printer during the assignment (the cost of this facilities should be included in the financial proposals, if required).

**7. Duration of the Work:**

The duration of the consultancy is 15 weeks within the period two (2) years.





## 8. Duty Station/Travel:

The Gender Specialist will work within the Project Management Unit (PMU) which is stationed in the Eswatini Energy Regulatory Authority (ESERA). S/he shall report to and perform under the overall guidance and supervision of the AMP Project Manager. Official reporting shall be as per the deliverables above. These reports will require clearance as satisfactory by the ESERA.

## 9. Required Skills and Experience:

### Qualifications of the Successful Individual Contractor:

The selection of consultants will be aimed at maximizing the overall qualities in the following areas:

- Demonstrated understanding of issues related to gender and energy; at least 7 years of practical working experience in gender mainstreaming, women's empowerment and sustainable development in Eswatini;
- Experience carrying out participatory gender analysis; experience collecting and formulating gender responsive indicators and sex-disaggregated data and preparing gender responsive project analysis; developing gender action plans.
- Proven experience in analysis of gender issues in Eswatini
- Demonstrated understanding of the links between sustainable development, social and gender issues;
- Demonstrated experience working on policy and programmatic issues with national and local governments and civil society organizations including community organizations.
- Experience in facilitating gender responsive stakeholder meetings is highly desired;
- Experience with results-based management methodologies is highly desired;
- Excellent analytical, writing, advocacy, presentation, and communications skills are required.

### Education:

- Master's degree in gender studies, gender and development, environment, sustainable development or closely related area.

### Language:

- English, SiSwati

## 10. PROPOSAL SUBMISSION REQUIREMENTS AND PROCEDURE

Applicants shall submit their written proposals in English as follows:

### 9.1. Technical proposal with:

9.1.1. Detailed CVs and qualifications

9.1.2. Proposed methodology and implementation/work plan with clear timelines

9.1.3. List of at least three relevant projects undertaken/involved in with corresponding reference letters





9.1.4. Certified copies of academic certificates and professional affiliations

9.1.5. Signed Declaration of Eligibility as provided in Annexure 1

9.2. Financial proposal:

9.2.1. With all monetary amounts in the official Kingdom of Eswatini currency, which is Eswatini Lilangeni (SZL)

9.2.2. To be inclusive of all taxes. Non-resident Consultants must note that Eswatini Income Tax Act, requires that a 15% withholding tax be deducted from each invoice. This tax can however be claimed at their country of residence if the country has an income tax agreement with Eswatini.

9.2.3. To be inclusive of professional fees, transportation cost, accommodation and subsistence cost and administration fees (including logistical arrangements for meetings, workshops, venues and catering). Costs should be split according to categories.

The technical and financial proposals shall be submitted in hard copies wrapped and sealed in separate envelopes clearly marked on the outside and deposited in the ESERA tender box situated at the ESERA offices reception, found at the address provided below. The two envelopes should be in one outer envelope clearly marked with Bid number and Bid Description.

**Contract No: ESERA/RFP/07/2022-2023**

**INDIVIDUAL CONSULTANCY SERVICES – GENDER SPECIALIST CONSULTANT**

They must be delivered on or before the Date of Closure as addressed to:

The Chief Executive Officer  
Eswatini Energy Regulatory Authority  
First Floor, RHUS Office Park  
Karl Grant Street  
MBABANE

The closing date for submission of proposals is **12:00hrs (CAT) on Thursday, 22 December 2022**. Late, incomplete, telephoned or telegraphic tenders will not be considered. Bidders are invited to attend the Tender Opening meeting which will occur immediately after the closing time.

## **11. withdrawal, modification, or substitution**

The Authority shall allow requests for withdrawal, modification or substitution of submitted proposals from Consultants as long as the deadline has not elapsed. Such requests shall be in writing as addressed to the tender submission address provided

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## 12. EVALUATION METHODOLOGY

Proposal will be evaluated on a **Quality** basis as detailed below. The minimum technical score required to be shortlisted is 70 %.

### Technical Evaluation Criteria

	Description	Points
<b>EXPERIENCE OF THE CONSULTANT</b>	Demonstrated understanding of issues related to gender and energy with at least 7 years of practical working experience in gender mainstreaming, women's empowerment and sustainable development in Eswatini;	10
	Experience carrying out participatory gender analysis. That is, experience collecting and formulating gender responsive indicators and sex-disaggregated data and preparing gender responsive project analysis; developing gender action plans.	10
	Proven experience in analysis of gender issues in Eswatini	5
	Demonstrated understanding of the links between sustainable development, social and gender issues;	10
	Demonstrated experience working on policy and programmatic issues with national and local governments and civil society organizations including community organizations.	10
	Experience in facilitating gender responsive stakeholder meetings;	5
	Experience with results-based management methodologies;	10
	Excellent analytical, writing, advocacy, presentation, and communications skills are required.	5
<b>PROPOSED APPROACH/ METHODOLOGY</b>	Understanding of scope of work	5
	Adequacy and quality of workplan	5
	Adequacy of technical approach and methodology	10
<b>QUALIFICATIONS, EXPERIENCE AND COMPETENCE OF CONSULTANT</b>	Educational and experience	10
	Membership of professional organisations	5
	<b>Total Technical Points</b>	<b>100</b>
	<b>Minimum Technical Points</b>	<b>70</b>

## 13. ELIGIBILITY CRITERIA

Only Individual Consultants are eligible for this assignment provided they fulfil the following eligibility criteria:





- 11.1. They are not bankrupt or being wound up, are having their affairs administered by the courts, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from similar procedures provided for in the national legislation;
- 11.2. They have not been declared guilty of serious professional misconduct proven by any means which the Authority can justify or they have not been convicted of offences concerning their professional conduct by a judgment against which no appeal is possible;
- 11.3. They have fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are resident or with those countries where the contract is to be performed;
- 11.4. They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Authority's financial interests;
- 11.5. They are not being currently subject to an administrative penalty;
- 11.6. They are not current employees of any of the regulated entities/licensees within the Eswatini electricity supply industry; and
- 11.7. They are not public officers as per Circular 1 of 2019 issued by the Eswatini Public Procurement Regulatory Agency (ESPPRA).

#### 14. ADDITIONAL INFORMATION

- 12.1. ESERA reserves the right to modify the scope of this project subject to negotiations with the successful tenderer.
- 12.2. ESERA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of a contract, without incurring any liability to the affected tenderers or any obligation to inform the affected tenderers.
- 12.3. The tender shall be valid for a period of **ninety (90) days**, and prior to the expiry of the validity period, ESERA will issue an intent to award the contract through the Eswatini Public Procurement Regulatory Agency (ESPPRA). **Ten (10)** working days after that, ESERA shall invite the successful tenderer for contract negotiations provided there are no objections to the intention to award.
- 12.4. All enquiries relating to this tender should be directed in writing to Mr. Saneliso Makhanya via email at [makhanyas@esera.org.sz](mailto:makhanyas@esera.org.sz) on or before **Friday, 16<sup>th</sup> December 2022**.



## 15. CONTRACT TERMS AND CONDITIONS

### 13.1. DEFINITIONS

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

13.1.2. Throughout this document:

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

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

- a) “ESERA” means The Eswatini Energy Regulatory Authority, a Government parastatal established in terms of the Energy Regulatory Act, 2007 with its principal place of business at First Floor, RHUS Office Park, Karl Grant Street, Mbabane, Hhohho Region, for purposes of executing this agreement into binding force, herein represented by Mr. Sabelo Dube, in his capacity as Acting Chief Executive Officer, he being duly authorized to so representatively act herein and he too, hereby warranting his lawful authorization to so act herein.
- b) The “Consultant” means the individual that will be successful in the bid process.
- c) “The Parties” shall mean ESERA and the Consultant.
- d) “Commencement Date” means the date on which the last signature necessary to complete the formal signing of this agreement into existence is appended;
- e) “Project Manager” means a person appointed by ESERA to act as Project Manager for the purposes of this contract;
- f) “Contract Price” shall mean the fixed sum provided in the financial proposal of the successful bidder.

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



- 13.1.5. Annexure to the Agreement shall be deemed to be incorporated into and to form part of the Agreement. Provided that in the event there is a conflict between a particular provision of the main body of this agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in that regard.
- 13.1.6. The terms of this agreement having been negotiated, the rule of construction that provisions are to be constructed against the Party drafting an agreement, or part of an agreement, or on whose behalf an agreement or part of an agreement has been drafted, shall not apply to this Agreement.

## 13.2. COMMENCEMENT, EXECUTION AND COMPLETION OF THE PROJECT

### 13.2.1. Commencement

- 13.2.1.1. The services to be carried under the Contract are to commence from the date of signature of the Contract.
- 13.2.1.2. In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time frame as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

### 13.2.2. Execution

- 13.2.2.1. ESERA will appoint a person to be a Project Manager to administer the Contract on her behalf.
- 13.2.2.2. The Project Manager shall be the liaison person for ESERA and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and/or update ESERA on progress of the project at all material times where necessary or when required to do so.

### 13.2.3. Scope of Work

- 13.2.3.1. The Consultant shall perform GAP consultancy services for the AMP Project, but not limited to, the following:
- Update the Gender Action Plan
  - Oversee and coordinate the implementation of all gender-related work, including the activities in the Gender Action Plan
  - Provide guidance to the various aspects of project implementation to enhance mainstreaming gender equality and women's empowerment in all aspects of the project
  - Monitor progress in implementation of the project Gender Action Plan, ensuring that targets are fully met and the reporting requirements are fulfilled
  - Ensure reporting, monitoring and evaluation fully address the gender issues of the project, in cooperation with the PMU and Safeguards Specialist;
- 13.2.3.2. With any manner, details and as may be necessary in ensuring an excellent and satisfactory implementation of the GAP on behalf of ESERA.



13.2.3.3. Subject to the Consultant’s due diligence and efficient execution and completion of the project, and/or the outputs specified herein above, the ESERA shall pay the sum of the contract price as stipulated below and the breakdown particularized as follows;

- a. Remuneration: *As stated in the financial proposal of the successful bidder*
- b. Reimbursable expenses: *As stated in the financial proposal of the successful bidder*

### 13.3. PAYMENT

13.3.1. When claiming payment, the Consultant shall submit an invoice to ESERA. The invoice shall be submitted together with supporting documentations, addressed to The Eswatini Energy Regulatory Authority.

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

13.3.3. Payment shall be made to an account specified by the Consultant free of any deductions, save for 15% withholding tax due under the tax laws of Eswatini; Provided that ESERA will provide the Consultant with all necessary documentation in order to enable the Consultant to claim any withholding tax withheld or deducted by ESERA on such invoice.

13.3.4. The payment terms shall be as follows:

Milestone / Deliverable	Timing / Date	Payment (% contract)
Contract signature	Within 30 days of contract signing	10%
Task 1	1 Month after contract signature	20%
Task 2	Quarterly at 3.75% per quarter	30%
Task 3	Bi-annually at 5% per half-year	20%
Task 4	Annually at 5% per year	10%
Task 5	Quarterly at 1.25% per quarter	10%

13.3.5. ESERA is open to negotiating payment terms linked to final project plan but **WILL NOT** make any upfront payments. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

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

13.3.7. Indirect Payment

13.3.7.1. The remuneration of the Consultant charged to the Contract shall constitute his only remuneration in connection with the Contract and the Consultant shall not accept any trade Commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Contract or to the discharge of Consultant’s obligations.

### 13.4. POSTPONEMENT, VARIATION AND TERMINATION

13.4.1. Postponement and Termination.

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







- 13.4.1.2. The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.
- 13.4.1.3. Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.
- 13.4.1.4. Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.
- 13.4.2. Variation
  - 13.4.2.1. This agreement can only be varied by agreement in writing entered into by the parties.
  - 13.4.2.2. Either one of the parties can initiate negotiations with a view to reach such said agreement.
- 13.4.3. Claims for Default
  - 13.4.3.1. Any claim for damages arising out of default and termination shall be agreed between ESERA and the Consultant or, failing agreement, shall be referred to arbitration in accordance with Clause.

### **13.5. FORCE MAJEURE**

- 13.5.1. Neither party shall be liable under this Contract if so far as either or both of them are prevented from carrying out the same by “force majeure”, that is to say an act of God, act of war, warlike operations, civil commotion, strikes or any industrial action whatsoever, fire, tempest or any other cause or happening beyond its control.
- 13.5.2. If conditions of force majeure persist in respect of a party for a period in excess of 60 (sixty) days and have material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this contract to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.

### **13.6. APPLICABLE LAW**

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

### **13.7. RELAXATION**

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





### 13.8. SKILLS, CARE AND DILIGENCE

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

### 13.9. COPYRIGHTS

- 13.9.1. The copyright of all documents prepared by the Consultant in connection with the Project shall be vested with ESERA.
- 13.9.2. The Consultant may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Contract without the prior written consent of ESERA.

### 13.10. OBLIGATIONS OF ESERA

- 13.10.1. Furnish data and information

ESERA shall;

- 13.10.1.1. Furnish without charge and within a reasonable time all pertinent data and information requests by the Consultant in executing this Contract.
- 13.10.1.2. Give such assistance as shall be reasonably required by the Consultant for the carrying out of its duties under the Contract.
- 13.10.1.3. Give decisions on all reports, documents, recommendations and other matters properly referred to for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of its obligations under this Contract.
- 13.10.1.4. Any data they may require.
- 13.10.1.5. Any assistance with regard to making appointments with Industry participants
- 13.10.2. Approval of amended documents
- 13.10.2.1. Where ESERA approved a report or document subject to modification by the Consultant, the changes requested shall be incorporated into the document within a reasonable period and in any case before the end of the Contract period.
- 13.10.3. Assistance to the Consultant
- 13.10.3.1. ESERA shall whenever possible assist the Consultant in obtaining necessary visas, permits, and customs clearance.
- 13.10.3.2. ESERA shall deduct the withholding tax to ensure that the Consultant complies with the tax laws of Eswatini. ESERA shall provide the Consultant with the withholding Tax Certificate.

### 13.11. BREACH

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



### 13.12. SETTLEMENT OF DISPUTES / ARBITRATION

- 13.12.1. This Agreement relies for its efficacy on the exercise by the Parties of utmost good faith. Therefore, the general and specific terms and conditions of this Contract are to be construed accordingly and will be interpreted where necessary by mutual agreement.
- 13.12.2. If the parties are unable to resolve any dispute resulting from this Contract by means of joint co-operation or discussion between them within two weeks after a dispute arises, then it shall be resolved by way Arbitration in accordance with the Arbitration Laws of Eswatini.
- 13.12.3. The arbitrator shall be chosen and appointed through consensus. The Arbitrator's decision shall be final and binding on both parties. The resulting award (if any) shall be in lieu of any other remedy

### 13.13. PERSONNEL

- 13.13.1. The personnel of the Consultant shall all be involved, each within his/her expertise and experience in the execution of the project.

### 13.14. DOMICILIUM

- 13.14.1. The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this agreement.
- 13.14.2. Either party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.
- 13.14.3. All notice, demands, communications or payments intended for either party shall be made or given at such party's *domicilium* for the time being.
- 13.14.4. A notice sent by one party to another party shall be deemed to be received:

Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.



**ANNEXURE 1**  
**DECLARATION OF ELIGIBILITY**

*[The individual consultant must provide a signed declaration on its letterhead in the following format.]*

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

**To: Chief Executive Officer**  
**Eswatini Energy Regulatory Authority**  
**First Floor, Rhus Office Park,**  
**Karl Grant Street**  
**Mbabane**

Dear Sir,

Re: Tender Reference: **ESERA/RFP/07/2022-2023**

We hereby declare that: -

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) 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;
- (c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed: .....

Authorised Representative

Date: .....





## Annex 2: List of Documents to be reviewed by the Gender Specialist

1. Project document: [Eswatini prodoc](#)
2. Gender Action Plan (Annex 11 to the ProDoc)
3. [UNDP-GEF Gender Toolkit](#) (UNDP intranet access required)
4. [UNDP Gender Equality Strategy](#)
5. [GEF Gender Action Plan](#)
6. [UNDP Social and Environmental Standards](#)
7. [UNDP Training Manual: Gender Mainstreaming](#)
8. [Note to file](#)
9. [Gender Analysis of UNDP Energy Portfolio \(presentation by Soma Dutta\)](#)
10. [AMP Gender Strategy and Action Plan](#)
11. [Gender Analysis and Framework](#)

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