

**OFFICE OF THE AUDITOR-GENERAL**

**REQUEST FOR EXPRESSION OF INTEREST- INDIVIDUAL CONSULTANTS** **SELECTION**

**REFERENCE NUMBER: OAG/CFS/01/2024-25**

**REQUEST FOR SERVICES TITLE:**

**INDIVIDUAL CONSULTANCY FOR TRANSLATION OF THE SIMPLIFIED REPORT OF THE AUDITOR-GENERAL ON THE CONSOLIDATED FINANCIAL STATEMENTS OF THE GOVERNMENT OF LESOTHO FOR THE YEAR ENDED 31st MARCH 2023**

**FEBRUARY 2025**

1. The Office of the Auditor-General (OAG) is inviting interested and eligible Individual Consultants to submit their CVs for the following services:

“**TRANSLATION OF THE SIMPLIFIED REPORT OF THE AUDITOR-GENERAL ON THE CONSOLIDATED FINANCIAL STATEMENTS OF THE GOVERNMENT OF LESOTHO FOR THE YEAR ENDED 31st MARCH 2023.**”

The individual consultants will be required to undertake one of the following tasks:

* To translate the simplified and summarised Audit Report 2023 from English into Sesotho meaningfully.

1. Bidding shall be conducted in line with the Public Procurement Act 2023, Individual Consultant Selection method.
2. Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:
   1. they are not bankrupt or being wound up, are having their affairs administered by the courts, 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;
   2. they have not been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);
   3. they have not been declared guilty of grave professional misconduct proven by any means which OAG can justify;
   4. they have fulfilled obligations related to the payment of taxes in accordance with the legal provisions of Lesotho;
   5. they have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the OAG's financial interests; or
   6. they are not being currently subject to an administrative penalty.
3. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents.
4. Your proposal clearly marked “**INDIVIDUAL CONSULTANCY FOR TRANSLATION OF THE SIMPLIFIED REPORT OF THE AUDITOR-GENERAL ON THE CONSOLIDATED FINANCIAL STATEMENTS OF THE GOVERNMENT OF LESOTHO FOR THE YEAR ENDED 31st MARCH 2023** – **REFERENCE NUMBER: OAG/CFS/01/2024-25**” in a sealed envelope, should be submitted in our tender box located at the following address:

**4th Floor, Finance House**

**Government Offices Complex**

**Maseru, Lesotho**

1. Expressions of Interest submitted by E-mail are acceptable and MUST be sent to [lehloka.hlalele@auditorgeneral.org.ls](mailto:lehloka.hlalele@auditorgeneral.org.ls)

copy [mantletse.maile@auditorgeneral.org.ls](mailto:mantletse.maile@auditorgeneral.org.ls)

1. **The deadline for submission of your Expression of Interest to the address and email indicated in Paragraph 6 above is 12th March 2025 at 16:00 hours local time**
2. Your CV will be evaluated against the following criteria. Criteria Maximum points allocated

|  |  |
| --- | --- |
| **Criterion** | **Score** |
| General Qualifications and suitability for the task | 30 |
| Specific Experience | 50 |
| Language Skills (English and Sesotho) | 10 |
| General Experience | 10 |
| Total | 100 |

1. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:

1. **PRICES:** The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.
2. **EVALUATION AND AWARD OF THE CONTRACT:** Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

An Expression of Interest is considered compliant to the requirements if:

* + It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
  + The award will be made to the applicant who obtained the highest technical score. **Expressions of Interest not obtaining a minimum score of 70% will be rejected.**

1. **VALIDITY OF THE EXPRESSION OF INTEREST:** Your Expression of Interest should be valid for a period of **90 days** from the date of deadline for submission indicated in Paragraph 7 above.
2. The assignment is expected to commence within **two (2) weeks** from the signature of the contract.
3. The Consultant shall be expected to sign a non-disclosure agreement along with the Contract.
4. Additional requests for information and clarifications can be made from 08:00 to 17:00 until 5 working days prior to deadline as indicated in the paragraph 6 above, from:

The Office of the Auditor-General

Procurement Unit

Telephone: (+266) 63218181

E-mail: [lehloka.hlalele@auditorgeneral.org.ls](mailto:lehloka.hlalele@auditorgeneral.org.ls)

Copy: [mantletse.maile@auditorgeneral.org.ls](mailto:mantletse.maile@auditorgeneral.org.ls)

Yours Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement Manager, OAG Procurement Unit

**ANNEX 1**

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**The Office of the Auditor-General**

**Terms of References (TORs) for the Translation of the Auditor-General on the Consolidated Financial Statements of the Government of Lesotho**

1. **Introduction**

The Office of the Auditor-General (OAG) is mandated to audit Government ministries, departments, agencies and all state-owned entities to make sure that all monies appropriated by Government has been used for the purposes of which it was budgeted or requested for. While the Office’s primary responsibility is auditing public resources, it is equally committed to ensuring that audit reports are easily comprehensive to all citizens, empowering them to make well-informed decisions when needed. Hence a need to simplify and summarise audit reports and incorporate infographics to make sure all the citizens can understand audit reports.

The Office of the Auditor-General therefore seeks skilled Basotho consultants to translate and summarize the 2023 Audit Report on the Consolidated Financial Statements of the Government of Lesotho for the year ended 31 March 2023. The report should be accessible in simply Sesotho to ensure that a large portion of the population understands the report. This report should help present key audit findings, audit opinion, salient points and recommendations on the report to the citizens in Sesotho.

1. **The objectives and scope of the assignment**
2. To simplify and translate the Audit Report 2023 into Sesotho.
3. To provide a clear, well-crafted summary both Sesotho.
4. **Deliverables**

* To translate the simplified and summarised English report into Sesotho depicting a clear message similar to the message contained in the English version.
* A final version of a Sesotho report that aligns with the OAG’s goal of making audit findings accessible to all citizens.

1. **Duration of work**

This assignment is expected to be undertaken over a period of 40 working days after signing of the contract.

Indicative Timetable:

|  |  |
| --- | --- |
| **Activity** | **# of days** |
| Inception (briefings, review of the audit report, preparation and submission of the inception report) | 1 |
| Submission of the draft Summarised and Simplified Sesotho version of the Audit report | 5 |
| Drafting and submission of the translated Report | 2 |
| Validation of the Sesotho version of the Audit report | 2 |
| Finalisation and submission of the Final report | 2 |

1. **Duty Station**

The consultant shall be expected to work from his/her own office to carry out this assignment.

1. **Qualification, Skills and Experience of the Consultant**
2. **Education and Training:**

The Consultant should have at least a Bachelor’s degree in linguistics or translation or related from a recognised and reputable higher learning institution with English and Sesotho as part of the majors.

1. **Skills:**

* Proficiency in English and Sesotho
* The Consultant should demonstrate an excellent oral and written communication skills; strong interpersonal abilities and team spirit.
* Knowledge of auditing, finance or related fields would be an added advantage.

1. **Specific Experience:**

The Consultant is required to have five (5) to ten (10) years of relevant professional experience (in developing reports, summarising reports or translation of languages)

1. **Reporting**

For contractual purposes, the Consultant shall work under direct supervision of the Communications Manager and is also expected to work closely with the OAG CFS team.

1. **Responsibilities**

**8.1 OAG**

* Providing all necessary documents related to the assignment

**8.2 Consultant**

The Consultant shall;

* exercise diligence in execution of the assignment, be professionally competent and ensure the delivery of the required outputs,
* respect the reporting requirements, work program and schedule to ensure timely delivery of the assignment, and
* formally report to the Communications Manager and work closely with the OAG CFS team.

1. **Evaluation Criteria**

The following evaluation criteria shall be used to assess the applications. Only applications that score at least 70% will be considered.

|  |  |
| --- | --- |
| **Criterion** | **Score** |
| General Qualifications and suitability for the task | 25 |
| Specific Experience | 50 |
| Language Skills (English and Sesotho) | 10 |
| Knowledge in Auditing, finance or equivalent | 5 |
| General Experience | 10 |
| **Total** | **100** |

1. **Confidentiality**

* A high level of confidentiality is required since the report would still be in a draft format and not ready for public consumption, and
* the Consultant shall be expected to sign a non-disclosure agreement.

**ANNEX 2**

**Expression of Interest Forms**

A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT........................................................................................... B. CURRICULUM VITAE ......................................................................

**A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE SIMPLIFICATION AND TRANSLATION OF THE REPORT OF THE AUDITOR-GENERAL ON THE CONSOLIDATED FINANCIAL STATEMENTS OF THE GOVERNMENT OF LESOTHO FOR THE YEAR ENDED 31ST MARCH 2023**

[MASERU, 12/03/2025]

To: OFFICE OF THE AUDITOR-GENERAL (OAG)

P. O. BOX 502

MASERU 100

LESOTHO

Dear Sirs:

I, the undersigned, offer to provide the consulting services for **Translation of the Simplified Report Of The Auditor-General on the Consolidated Financial Statements of the Government of Lesotho for the Year Ended 31st March 2023** in accordance with your Request for Expression of Interests number: **OAG/CFS/01/2024-25**, dated 25 February 2025.

I hereby declare that all the information and statements made in CV are true and accept that any misinterpretation contained in it may lead to my disqualification. I take note that under the provisions of the Lesotho Public Procurement Policy applicable to this Request for Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

1. they are not bankrupt or being wound up, are having their affairs administered by the courts, 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;
2. they have not been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);
3. they have not been declared guilty of grave professional misconduct proven by any means which OAG can justify;
4. they have fulfilled obligations related to the payment of taxes in accordance with the legal provisions of Lesotho;
5. they have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the OAG's financial interests; or
6. they are not being currently subject to an administrative penalty.

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the OAG request, I will provide certified copies of documents to prove that I do not follow in any of the situation described above. I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

My proposal is binding upon me for the period indicated in the Paragraph 9 (iii) of the Request for Expression of Interest.

I undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [In full and initials]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B. CURRICULUM VITAE**

**[insert the full name]**

1. **Family name:** [insert the name]
2. **First names:** [insert the names in full]
3. **Date of birth:** [insert the date]
4. **Nationality:** [insert the country or countries

of citizenship]

1. **Civil status:** [insert: married/

divorced/single/ widower]

1. **Consultant’s Contact details:** Address: [insert the physical

address]

Phone: [insert the phone and

mobile no.]

E-mail: [insert the email]

1. **Education:**

|  |  |
| --- | --- |
| **Institution: [Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| [indicate the month and the year] | [insert the name of the diploma and the specialty/major] |
| [indicate the month and the year] | [insert the name of the diploma and the specialty/major] |

1. **Language skills:** (Indicate competence on a scale of 1 to 5) (1 – excellent; 3-moderate; 5 – basic)

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| [insert the language] | [insert the no.] | [insert the no.] | [insert the no.] |
| [insert the language] | [insert the no.] | [insert the no.] | [insert the no.] |

1. **Membership of professional bodies:**  [indicate the name of the

professional body]

1. **Other related skills:** [insert the skills]
2. **Present position:** [insert the name]
3. **Years of experience:** [insert the no]
4. **Key qualifications:** (Relevant to the assignment) [insert the

key qualifications]

1. **Specific experience in translation:**

|  |  |  |
| --- | --- | --- |
| **Institution** | **Date from - Date to** | **Country** |
| [insert name of the institution] | [indicate the month and the year] ................-...................... | [insert the country] |
| [insert name of the institution] | [indicate the month and the year] ................-...................... | [insert the country] |

1. **Professional experience:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date from – Date to** | **Location of the assignment** | **Company& reference person (name & contact details)** | **Position** | **Description of the assignment** |
| [indicate the month and the year] | [indicate the country and the city] | Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company: | [indicate the exact name and title and if it was a short term or a long-term position] | Brief description of the Assignment: Responsibilities: |
| [indicate the month and the year] | [indicate the country and the city] | Name of the Company: Address of the company: Phone:  Fax:  Email: Name and title of the reference person from the company: | [indicate the exact name and title and if it was a short term or a long-term position] | Brief description of the Assignment: Responsibilities: |
| [indicate the month and the year] | [indicate the country and the city] | Name of the Company: Address of the company: Phone:  Fax:  Email: Name and title of the reference person from the company: | [indicate the exact name and title and if it was a short term or a long-term position] | Brief description of the Assignment: Responsibilities: |

1. **Other relevant information:** (e.g. Publications)

[insert the details]

1. **Statement:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the OAG’s request, I will provide certified copies of all documents to prove that I have the qualifications, and the professional experience as indicated at points 7 and 15 above, documents which are attached to this CV as photocopies.

By signing this statement, I also authorise the OAG to contact my previous or current employers indicated at point 15 above, to obtain direct reference about my professional conduct and achievements.

Name (s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_

Date: 12 March 2025

**ATTACHMENTS:** 1) Proof of qualifications indicated at point 7

2) Proof of working experience indicated at point 15

**ANNEX 3**

**STANDARD CONTRACT FOR INDIVIDUAL CONSULTANT**

**STANDARD TERMS OF CONTRACT (Individual Consultant)**

**Contract Name [insert the name]**

**Contract Number [insert the number]**

**WHEREAS**, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to as [Name of services],

**and WHEREAS**, the Individual Consultant is willing to perform these services in the sum of [price, in words and in figures], hereunder referred to as “the contract price”

**NOW WHEREFORE,** THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Definitions**

For the purpose of this contract the following definitions shall be used:

**1.1** Procuring Entity means the legally entity, namely [insert the name] who purchase the Services described in Annex 1 to this contract.

**1.2** Contract means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

**1.3** Contract value means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated [insert the date] for the project [insert the name] and reflected as such in the Annex 2 of this contract.

**1.4** Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest [insert the number] for the project [insert the name].

**1.5** Services means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt the Services to be performed include all obligations referred to in this Contract (as defined above).

1. **The Contract Documents**

The following documents shall constitute the Contract between the OAG and the Supplier, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement
2. Terms of reference (Annex 1)
3. Agreed payment schedule and requirements (Annex 2)
4. **The Services**

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall in the performance of the Services exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

1. **Payment**

**4.1** The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.

**4.2** Payment shall be made to the Individual Consultant in LSL Loti unless otherwise provided by this contract and where applicable VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

**4.3** Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by Contract Manager, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex 2 to this Contract. Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

1. **Status of the Individual Consultant**

**5.1** For the duration of the Contract the Individual Consultant will have a status similar to the Procuring Entity’s employees with regards to their legal obligations, privileges and indemnities in the Procuring Entity’s country.

**5.2** The Individual Consultant shall be responsible for paying any tax and social security contributions for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant’s fees.

**5.3** The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual, with the exception of the ones set out in paragraph 5.2 above, if it is a requirement under the laws of Lesotho.

1. **Supervision of the Services**

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to Procuring Entity which shall include any steps to comply with the standards operated by Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of Procuring Entity shall afford such access to its information, records and other materials during normal office working hours as Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

1. **Compliance with this contract**

Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 6 months after its completion, that the Individual Consultant has complied with the terms of this contract. Procuring Entity may also request the provision of reasonable documentary evidence to support this. As stated in article 4.3 of this Contract, Procuring Entity may delay or withhold payments in the event of non-compliance.

1. **Assignment and Subcontracting**

**8.1** The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party the Individual Consultant shall inform the Procuring Entity the Contract Manager in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

**8.2** When the Contract Manager agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third-party performance of duties or Services assigned to third party, and neither for ensuring conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer’s liability insurance and public liability insurance.

1. **Breach of the Terms**

In the event of a breach of any Terms of the Contract the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

1. **Liability of the Individual Consultant**

**10.1** Procuring Entity will be relying on the Individual Consultant’s skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given by the Individual Consultant in connection with the provision of the Services.

**10.2** In view of the reliance by Procuring Entity set out in 10.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:

1. the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after Procuring Entity becomes aware of them;
2. the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or by the Individual Consultant's wilful misconduct; and
3. the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

**10.3** At its own expense, the Individual Consultant shall, upon request of Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.

**10.4** The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

1. **Insurance**

**11.1** The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided.

**11.2** The cost of such insurances will be covered from reimbursable expenses of the contract.

**11.3** All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 6 months from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

**11.4** The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

1. **Copyright**

**12.1** Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant’s own systems not created specifically for this purpose and where the same are an important part of the Services the Individual Consultant shall grant a free and irrevocable licence to Procuring Entity and its assigns for the use of the same in that connection.

**12.2** The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 10 above, agrees to indemnify Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

1. **Non-Disclosure & Confidentiality**

**13.1** The Individual Consultant will treat as confidential all information and results obtained in discharging the Services under this Contract and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior agreement in writing of the Contract Manager.

**13.2** If the Individual Consultant violates clause 13.1, then it will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

1. **Suspension or Termination**

**14.1** In response to any factors beyond the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part the Individual Consultant’s appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 14.4 below.

**14.2** In response to any factors beyond the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 14.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.

**14.3** The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if she/he gives a 30-day prior written notice to the Contract Manager.

**14.4** In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause then the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

1. **No Waiver**

No forbearance shown or granted to the Individual Consultant unless in writing by an authorised officer of Procuring Entity shall in any way affect or prejudice the rights of Procuring Entity or be taken as a waiver of any of these Terms.

1. **Variations**

Any variation to these terms or the provisions of the Annexes shall be subject to written Addendum and be signed by duly authorised signatories on behalf of the Individual Consultant and Procuring Entity respectively.

1. **Jurisdiction**

This contract shall be governed by and shall be construed in accordance with Lesotho law and each party agrees to submit to the exclusive jurisdiction of the Lesotho courts as regards any claim or matter arising under this contract.

1. **DOMICILIUM CITANDI ET EXECUTANDI**

**18.1 Office of the Auditor-General**(“the OAG”) has its principal place of business at Finance House, 4th Floor, Government Offices Complex, P.O. Box 502, Maseru 100 Lesotho.

**18.2 [Insert the name of the Individual Consultant]** (“the Consultant”) whose address is, [Insert Individual Consultant’s address]

1. **SIGNATURE**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Lesothoon the day, month and year indicated below.

**FOR THE OAG FOR THE SUPPLIER**

**Name(s):** **Letlela P. K. (Mr.)** **Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: Deputy Auditor-General Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witnesses:**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Thus signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_\_\_day of [Month, Year]

**Commissioner of Oaths……………………………………..**

**Capacity……………………………………………**

**Area……………………………………**