



Malkerns Town Board

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TENDER DOCUMENT

TENDER No.18 of 2019/2020

REQUEST FOR PROPOSALS (RFP) FOR THE PROVISION OF RECRUITMENT AGENCY SERVICES FOR MALKERNS TOWN BOARD

**THE TOWN CLERK
P.O. BOX 100
MALKERNS
TEL: 2528 3298/3398**

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PREAMBLE

REQUEST FOR PROPOSALS (RFP): PROVISION OF RECRUITMENT AGENCY SERVICES - TENDER NO: 18 OF 2019/2020

Malkerns Town Board invites sealed proposals from eligible, reputed, qualified Consultancy firms for the Recruitment of Malkerns Town Board Town Treasurer. The ‘Request for Proposals’ document can be obtained at the Malkerns Town Board Civic Offices, Treasury Department, Portion 59 of Farm 65 along MR27 Road. Tenderers are expected to submit separate completed (1) Technical Proposal and (2) Financial Proposals, signed and sealed, marked “Technical Proposal – RFP Provision of Recruitment Agency Services” and “Financial Proposal – RFP Provision of Recruitment Agency Services”. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “Request for Proposal: Provision of Recruitment Agency Services, TENDER NUMBER: 18 OF 2019/2020 and addressed to “Chief Executive Officer, Malkerns Town Board, Portion 59 of Farm 65 along MR27 Road , Malkerns”. Failure to mark the envelope clearly and accurately may result in rejection of the application.

To be eligible for consideration for this proposal, a tenderer should provide in its proposal the documents specified in “Instructions to Tenderers” including the following;

1. Company profile
2. Certified copy of valid Trading License
3. Original and Valid Tax Compliance Certificate
4. Certified copy of a current Labour Compliance Certificate
5. Certified copy of ENPF Certificate
6. Certified copy of Form J and Form C (Company Ownership and Shareholding)
7. Financial Statements for the previous year
8. Names and Contacts of at least five (5) Reference Customers
9. Certified copy of a Certificate of Incorporation
10. Police Clearance for All company Directors
11. Certified copy of proof of Legal Joint Venture (where necessary) and
12. General receipt (E500.00) for payment of the tender document.

The Proposal must be deposited in the Tender Box situated at the Malkerns Town Board, Portion 59 of Farm 65 along MR27 Road, Malkerns at the latest by 12:00noon (Eswatini time)



on the 4th October 2019. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received in time by the latest date and time for submission will be opened at Board’s Offices on the 4th October 2019 at 12:00noon (Eswatini time).

Requests for clarifications, which must be in writing, should be addressed, via email, to mktb-hr@malkernstownboard.co.sz or accounts@malkernstownboard.co.sz; The Board will strive to promptly respond in writing via email to any requests for clarification up until Close of Business on 27th September 2019. Written copies of Boards response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

SECTION 1

INSTRUCTIONS TO TENDERERS

Information to Tenderers

DEFINITIONS

- (a) “**Board**” means Malkerns Town Board.
- (b) “**Coercive practices**” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- (c) “**Collusive**” practices mean a scheme or arrangement between two or more Consultancy firms, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- (d) “**Consultancy**” means any entity or person that may provide or provides the Services to Board under the Contract.
- (e) “**Contract**” means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (f) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- (g) “**Data Sheet**” means such part of the Instructions to Consultancy firm(s) used to reflect specific assignment conditions.
- (h) “**Day**” means calendar day.



- (i) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) “**Government**” means the government of Eswatini.
- (k) “**Instructions to Consultancy firms**” means the document which provides Consultancy firm(s) with all information needed to prepare their Proposals.
- (l) “**Personnel**” means professionals and support staff provided by the Consultancy firm or by any Sub-Audit firm and assigned to perform the Services or any part thereof;
- (m) “**Foreign Personnel**” means such professionals and support staff who at the time of being so provided had their domicile outside Swaziland;
- (n) “**Local Personnel**” means such professionals and support staff who at the time of being so provided had their domicile inside Swaziland.
- (o) “**Proposal**” means the Technical Proposal and the Financial Proposal.
- (p) “**RFP**” means this Request for Proposals.
- (q) “**Services**” means the work to be performed by the Consultancy firm pursuant to the Contract.
- (r) “**Sub-Consultancy Firm**” means any “person or entity with whom the Consultancy firm subcontracts any part of the Services.
- (o) “**Terms of Reference**” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Board and the Consultancy firm, and expected results and deliverables of the assignment.

INTRODUCTION

2.1 The tenderers are invited to submit for this assignment a Technical Proposal and a Financial Proposal, separately, as specified in the Data Sheet for consulting services required. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

2.2 The assignment shall be implemented within a period as stated in the Data Sheet.

2.3 The tenderers must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions. The representative of the tendering company may contact the officials named in the Data Sheet to obtain information on the pre-proposal conference.



2.4 The tenderers are responsible for obtaining all licenses and permits needed to carry out this assignment.

2.5 All costs associated with preparing this tender document, including all site visits are to be borne by the tenderer.

2.6 The Malkerns Town Board requires that tenderers provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2.7 It is the Board's policy to require that Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Board

a) Defines, for the purposes of this provision, the terms set forth below as follows: i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Board, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Board of the benefits of free and open competition.

b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c) will cancel the Contract with the firm's if at any time determines that corrupt or fraudulent practices were engaged in by representatives of the firm during the selection process or the execution of that contract;

d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Board-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Board -financed contract; and

e) Will have the right to require that, in contracts financed by the Board, a provision be included requiring consultants to permit the Board to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Board.



2.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Board in accordance with the above sub para. 1.7 (d).

2.9 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

2.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

3. Contract Award Procedures

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document. The contract award decision shall be taken by the appropriate approvals Authority, but the award decision does not constitute a contract.

Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be

- a) Sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; the notice of intention to award shall be sent and published to the SPPRA website at least 10 days before the contract award.
- b) Board shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.
- c) The Bid shall be valid for 28 days.

MALKERNS TOWN BOARD TERMS OF REFERENCE

1. SCOPE OF WORK

The broad scope of work entails:

- a) The Consultant will
- b) Receive the applications on behalf of Board and report progress to Board after the closing date;
- c) The Consultant will register ALL received applications and keep a detailed record of all applicants;
- d) The Consultant will then shortlist through a thorough screening process against the key requirements for the post;



- e) Screen and interview candidates against the position requirements;
- f) Carry out a Psychometric assessment on the final shortlist – the candidates that will be interviewed by the Board, to provide additional objective, reliable and relevant information about the likelihood of job success and satisfaction;
- g) Prepare a report for the Board at this stage and forward the final shortlist that will undergo the final interview, which interview shall be attended by representatives of the Board;
- h) Upon approval of the report and acceptance of the shortlisted candidates write to notify all candidates that were not successful;
- i) Prepare for the Interview by:
 - Preparing guidelines for the panel.
 - Inviting the candidates to the interview venue
 - Preparing the programme and allocating time to candidates.
 - Preparing the scoring sheets for the panel
 - Preparing the interview file which will contain the CV's of the shortlisted candidates and results of the psychometric test
 - Write a report of the interview process.
- j) After the interview the consultant will then consolidate and present a report to Board with a recommendation for the ideal top 3 candidates from which the Board can make a final selection;
- k) Prepare the final report to the Ministry of Housing and Urban Development once Board has approved the report and recommendations. The Consultant may be required to also present the report to the Minister should Board decide on that route.

3. FORM OF COMPLETED WORK

The deliverables of this consultancy are, apart from delivering a list of final candidates to the Board:

- i) A detailed report after the short-listing exercise and psychometric tests, stating the process and recommended candidates for Board interview;
- ii) A detailed final report after interviews of the recruitment exercise with recommendations for the top three (3) candidates to be presented to Board;
- iii) A report to be presented by Board to the Minister of Housing and Urban Development.

4. TIMETABLE FOR THE COMPLETION OF ASSIGNMENT

The recruitment process must be completed within 30days. The consultant as part of their proposal should produce a detailed work plan showing all the stages and possible amount of time it will take to complete this exercise

5. BOARD ASSISTANCE IN PROVIDING RELEVANT INFORMATION

The consultants will be availed with the following: - A detailed job description of the position as advertised in; - Any other information that the Consultant requires. The Board



will avail these documents to the successful Consultant, which documents must be returned to the Board after the exercise.

6. INFORMATION REQUIRED FROM TENDERERS

The Board will require the tenderers to submit the following information alongside the tender documents:

- i) Relevant Experience A detailed reference list stating examples of similar work undertaken, stating the size of the establishment and the total cost of the work done.

The reference list must be a detailed listing of a contact name, address and telephone numbers of at least two recent (i.e. three years and less) clients who can be contacted in order to obtain a reference.

- ii) Qualification of Staff to be assigned Tenderers shall list all individuals that will be involved in this assignment and describe, in brief, their professional and/or academic background as well as their experience in executing similar projects.
- iii) Receipt as proof of tender purchase The Malkerns receipt as proof of purchase of the tender document / terms of reference must be attached as well.

7. CRUCIAL DOCUMENTS AT TENDER OPENING

At tender opening the Board will consider the following:

- Company profile,
- Certified copy of valid Trading License,
- Original and Valid Tax Compliance Certificate,
- Certified/Valid Labour Compliance Certificate,
- Certified copy of ENPF Certificate
- Certified copy of Form J and Form C (Company Ownership and Shareholding),
- Financial Statements for the previous year
- Names and Contacts of at least five (5) Reference Customers
- Certified copy of a Certificate of Incorporation,
- Certified copy of Police Clearance for All company Directors,
- Certified copy of proof of Legal Joint Venture (where necessary)
- General receipt (E500.00) for payment of the tender document

Tenders without this information will be disqualified at tender opening the documents must be binded in the order as listed above during opening with an index clearly listing all documents in the tender.

8. EVALUATION OF TENDERS



Council intends to award the contract on the basis of proven ability by the tenderer to carry out the assignment, a clear understanding of the issues, relevant experience, a rigorous approach to managing the collating of the available data and an ability to complete specific elements of the assignment on time. You are therefore required to ensure that your methodology and work plan is self-explanatory and you MUST link the work plan to the actual staff assigned. You must clearly show how each team member will contribute to the exercise.

9. TENDER EVALUATION CRITERIA EVALUATION CRITERIA MAX SCORE

Recruitment of similar positions experience or at the same level/Executive level 10
Tally to 10 Marks

Number of years the company has been established doing the HR Function (0-1 = 1, 1-3=2, 3-5=3, 5-8=4, 8+=5) **Tally to 15 Marks**

Profile of recruitment team:

Qualifications: PHD = 5, Masters and Honours Degree = 4, Degreed = 3, Diploma = 2, less = 0 **[5] Maximum**

Recruitment Experience: of team: 0-1 = 1, 1-3 = 2, 3-5 = 3, 5-8 = 4, and 8+ = 5 **[15]**

Duration of the recruitment process **[5]**

Provision of proposed work plan **[5]**

Response to the technical terms of reference as in Section 2 of the proposal **[10]**

Clearly articulated recruitment methodology **[10]**

References from current clients **[5]**

MAXIMUM POSSIBLE TOTAL 80

Financial Score 20

Total Score 100

Only proposals that shall attain a minimum qualifying mark of 70% in the technical evaluation shall qualify to move to the next stage of financial evaluation. The Fee (Financial) Proposals will be opened and verified for accuracy and likewise ranked in order of highest to lowest.

The formulae for calculating the financial score shall be as follows:

Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]

The two rankings for each firm will be weighted first by 60% for the Proposal score ranking and then by 40% for the fee (financial) ranking. The sum of the two weighted values will be used to determine the overall ranking of the best submitted for award.



TECHNICAL PROPOSAL SUBMISSION FORM

[Insert Date]

**To: The Town Clerk
Malkerns Town Board
P.O. Box 100
MALKERNS**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the Recruitment of Malkerns Town Board Treasurer in accordance with your Request for Proposal dated [Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [insert a list with full names and addresses of each associated Consultant]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph reference 14 [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the period indicated in Paragraph Reference 11 of the Data Sheet.

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

Yours sincerely,
Authorized

Name and Title of

Signatory: _____

Name of Firm:

Address:



10. PAYMENT SCHEDULE

The Consultant shall be paid on completion of the final report after submission to Board for approval.

11. REPORTING ARRANGEMENTS

The consultant will work closely and report periodically to the Town Clerk or his designate.

12. TECHNICAL AND FEE PROPOSAL

Tenderers should address their technical and fees proposals, in separate envelopes, to the Town Clerk by not later than 12:00 Noon on the 4th October 2019. Any documents received after this date will be returned unopened to the tenderer. Fee proposals shall be set out in accordance with Annexure 1 hereof. Fee quotations should be made on the understanding that no additions will be made on the grounds of price inflation or a failure to foresee the scope of work involved.

FINANCIAL PROPOSAL SUBMISSION FORM

To: The Town Clerk Malkerns Town Board
P. O. Box 100
MALKERNS

Dear Sir,

TENDER NO: 18 OF 2019/2020 – RFP FOR PROVISION OF RECRUITMENT AGENCY SERVICES

This firm proposes to undertake the above assignment in accordance with your tender brief and have enclosed a technical brief in as requested.

The fee for this work would be Emalangeni (in words) which is inclusive of all local taxes and incidental charges.

In the event that this firm is selected to undertake the work it agrees to abide by the set guidelines. This firm confirms that it will, to the best of its skill and knowledge, and without favour and prejudice, truly and impartially do the work laid before it.

SIGNED:

DATE:



FORM TECH-7:

DECLARATION OF ELIGIBILITY

[The Tenderer must provide a signed declaration on its company letterhead in the following format. If the Tender is being presented by a joint venture or consortium all members must each sign their own declaration.]

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

To: The Town Clerk
Malkerns Town Board Offices Portion 59 of Farm 65 along MR27 Road
P.O. Box 100
MALKERNS

Dear Sirs,

**RE: TENDER NO: 18 OF 2019-20 RFP FOR PROVISION OF RECRUITMENT
AGENCY SERVICES FOR MALKERNS TOWN BOARD**

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.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;



g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

SIGNED:

DATE:

Authorized Representative

FORM BID-1: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;

(b) The schedule of prices of our proposal is attached.

(c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

(d) We understand that you are not bound to accept any proposal that you receive;

Dated on _____ day of _____, _____ [insert date of signing] Name: [insert complete name of person signing the proposal] In the capacity of [insert legal capacity of person signing the proposal] Signed: [signature of person whose name and capacity are shown above] Duly authorised to sign the tender for and on behalf of: [insert complete name of Tenderer]

General Contract Conditions



1. LAW GOVERNING CONTRACT This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2. LANGUAGE

This Contract 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 Contract

3. NOTICES

3.1 Delivery of Notice Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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.

3.2 Change of Address A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

3.3 Location 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 Swaziland or elsewhere, as Board may approve.

3.4 Authority of Member in Charge In case the Consultancy firm consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultancy firm's rights and obligations towards Board under this Contract, including without limitation the receiving of instructions and payments from Board.

3.5 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by Board or the Consultancy firm may be taken or executed by the officials specified in the SCC.

3.6 Taxes and Duties the Consultancy firm, Sub-Consultancy firm s, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

4. FRAUD AND CORRUPTION Consultancy firm(s) should be aware that a Consultancy firm who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC (c), and may further be subject to prosecution under the laws of Swaziland.

5. COMMISSION AND FEES It is required that the successful Consultancy firm will disclose any commissions or fees that may have been paid or are to be paid to



agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

6. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

6.2 Commencement of Services the Consultancy firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

6.3 Expiration of Contract Unless terminated earlier pursuant to Clause GCC 6.2, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

6.4 Modifications or Variations 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

6.5 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.

7. BREACH OF CONTRACT

The failure of a Party to fulfil any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

7.1 Extension of Time 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.

7.2 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs



reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

8. TERMINATION

8.1 By Board, Board may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence Board shall give not less than thirty (30) days' written notice of termination to the Consultancy firm, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Consultancy firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as Board may have subsequently approved in writing.
- b. If the Consultancy firm becomes insolvent or bankrupt.
- c. If the Consultancy firm, in the judgment of Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Consultancy firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e. If Board, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultancy firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

9. **BY THE CONSULTANCY FIRM** the Consultancy firm(s) may terminate this Contract, by not less than thirty (30) days' written notice to Board, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- a) If Board fails to pay any money due to the Consultancy firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultancy firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If Board fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

10. **PAYMENT UPON TERMINATION** Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, Board shall make the following payments to the Consultancy firm:

- a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination.
- b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.



11. OBLIGATIONS OF THE CONSULTANCY FIRM

11.1 General

11.2 Standard of Performance

The Consultancy firm shall perform the Services and carry out their obligations hereunder 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 Consultancy firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Board, and shall at all times support and safeguard Board's legitimate interests in any dealings with Sub-Consultancy firm(s) or third Parties.

11.3 Conflict of Interests the Consultancy firm shall hold Board's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

11.4 Consultancy firm is Not to Benefit from Commissions, Discounts, etc. The payment of the Consultancy firm pursuant to Clause GCC 6 shall constitute the Consultancy firm 's only payment in connection with this Contract or the Services, and the Consultancy firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultancy firm shall use their best efforts to ensure that the Personnel, any Sub-Consultancy firm s, and agents of either of them similarly shall not receive any such additional payment.

11.5 Consultancy firm and Affiliates Not to be Otherwise Interested in Project. The Consultancy firm agrees that, during the term of this Contract and after its termination, the Consultancy firm and any entity affiliated with the Consultancy firm, as well as any Sub-Consultancy firm(s) and any entity affiliated with such Sub-Consultancy firm s, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy firm's Services for the preparation or implementation of the project.

11.6 Prohibition of Conflicting Activities the Consultancy firm shall not engage, and shall cause their Personnel as well as their Sub-Consultancy firm(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

11.7 Confidentiality Except with the prior written consent of Board, the Consultancy firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

11.8 Insurance to be Taken Out by the Consultancy firm The Consultancy firm

(a) shall take out and maintain, and shall cause any Sub Consultancy firm(s) to take out and maintain, at their (or the Sub-Consultancy firm s', as the case may be) own cost



but on terms and conditions approved by Board, insurance against the risks, and for the coverage, as shall be specified in the SCC; and

(b) at Board’s request, shall provide evidence to Board showing that such insurance has been taken out and maintained and that the current premiums have been paid.

11.9 Consultancy firm’s Actions Requiring Agency’s Prior Approval. The Consultancy firm shall obtain Board’s prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SCC.

12. REPORTING OBLIGATIONS

(a) The Consultancy firm shall submit to Board the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in softcopy in addition to the hard copies specified in said Appendix.

(c) The consultant will work closely and report periodically to the Corporate Services Manager and Heads of Department when necessary.

12.1 Documents Prepared by the Consultancy firm to be the Property of Board

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultancy firm under this Contract shall become and remain the property of Board, and the Consultancy firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to Board, together with a detailed inventory thereof.

(b) The Consultancy firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

13. CONSULTANCY FIRM’S PERSONNEL

13.1 Description of Personnel the Consultancy firm shall employ and provide such qualified and experienced Personnel and Sub-Consultancy firm(s) as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultancy firm’s Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultancy firm(s) listed by title as well as by name in Appendix C is hereby approved by Board.

13.2 Removal and/or Replacement of Personnel Except as Board may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultancy firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel.



Consultancy firm shall provide as a replacement a person of equivalent or better qualifications.

(a) If Board finds that any of the Personnel have

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm shall, at Board's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Board. (b) The Consultancy firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

14. OBLIGATIONS OF BOARD

14.1 Assistance Board shall use its best efforts to provide the Consultancy firm such assistance as specified in the SCC.

14.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultancy firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

14.3 Payment for Additional Services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursable is provided in Appendices D and E.

14.4 Terms and Conditions of Payment Payments will be made to the account of the Consultancy firm and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultancy firm of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as Board shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultancy firm has submitted an invoice to Board specifying the amount due.

14.5 Good Faith the Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

15. SETTLEMENTS OF DISPUTES

15.1 Amicable Settlement the Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

15.2 Dispute Resolution any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by



one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

