



CONCILIATION MEDIATION AND ARBITRATION COMMISSION

P.O. BOX 3429

MBABANE

ESWATINI

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INVITATION TO TENDER FOR THE SUPPLY OF CORPORATE LADIES UNIFORM

REFERENCE NUMBER: CMAC001 OF 2019/20

OCTOBER 2019



ADVERTISEMENT

INVITATION TO TENDER FOR THE SUPPLY OF CORPORATE LADIES UNIFORM TENDER NO. CMAC001 OF 2019/20

1. Tenders are hereby invited from suitably qualified service providers the supply of corporate ladies uniform
2. Tender documents may be purchased from; Conciliation Mediation and Arbitration Commission (CMAC), Mbabane (Accounts Department) as from 23rd October 2019 for a non-Commissionable fee of E500.00 per set. The method of payment shall be cash or bank guaranteed cheque payable to the CMAC offices.
3. Completed Tender Documents shall be delivered in a sealed envelope to:
The Secretary of the Tender Board
Conciliation Mediation & Arbitration
Commission
P.O. Box 3942
Mbabane

Not later than 12 noon Eswatini time on the 05th December 2019 at which time the tenders will be opened in public.

On the outside, the envelope shall be clearly marked:
"CONFIDENTIAL" TENDER NO. CMAC001 OF 2019/20

PROPOSAL FOR THE SUPPLY OF CORPORATE LADIES UNIFORM

(Not to be opened before 12 Noon on the 05th December 2019).

NB: Technical Proposal must be separated from Financial Proposal

4. All service providers shall include the following certified documents with their bids:, Trading License, Labour Compliance Certificate, Form J, Form C, and Police Clearance for Directors and tender purchase receipt and an original and valid Tax Compliance Certificate.



5. CMAC does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders.

BY MANAGEMENT



Letter of Invitation

Dear Sir /Madam,

Conciliation, Mediation and Arbitration Commission hereby seeks the services for the supply of corporate ladies uniform

1. A firm will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this Terms of Reference.
2. The RFP includes the following documents:
 - Section 1 - Instructions to Tenderers
 - Section 2 – Form of tender and qualification information
 - Section 3 – Terms of Reference
 - Section 4 – General conditions of contract.

Please note that CMAC reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.



1. Instructions to Tenderers
 - 1.1. Qualification of the Bidder: All service providers shall include the following information and documents with their bids;
 - 1.1.1. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder
 - 1.1.2. Total monetary value of similar work performed for each of the last two years;
 - 1.1.3. Experience in works of a similar nature and size for each of the last two years and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - 1.1.4. authority to seek references from the bidder's bankers;
 - 1.1.5. To qualify for award of the contract, the service provider shall meet the following minimum qualifying criteria: experience as prime service providers in at least three projects of a similar nature and complexity equivalent to the works over the last 2 years.
 - 1.1.5.1. Reference from an Organization where a similar project was successfully undertaken
 - 1.2. One Bid per Bidder: Each service provider shall submit only one bid. A service provider who submits or participates in more than one bid will result in disqualification.
 - 1.3. Cost of Bidding: The service provider shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible or liable for those costs.
 - 1.4. Content of Bidding Documents: The set of bidding documents comprises the documents listed below and any addenda issued:
 - 1.4.1. Invitation to bid
 - 1.4.2. Instructions to bidders
 - 1.4.3. Forms of bid and qualification Information
 - 1.4.4. Conditions of contract
 - 1.5. Clarification of bidding documents: A prospective service provider requiring any clarification of the bidding documents may notify the employer in writing or by email at the employer's address indicated in the invitation to bid. The employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
 - 1.6. Amendment of Bidding Documents: Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda. Any addendum issued shall be part of the bidding documents and shall be communicated in writing



or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids

1.7. Documents Comprising the Bid: The bid submitted by the bidder shall comprise the following:

1.7.1. The bid

1.7.2. Qualification Information Form and any other materials required to be completed and submitted by bidders, as specified in these instructions to Bidders.

1.8. Bid Prices: The Contract shall be for the whole project, based on the bid price submitted by the bidder. All duties, taxes, and other levies payable by the service provider under the Contract, shall be included in the total bid price submitted by the bidder. The prices quoted by the bidder shall not be subject to adjustment during the performance of the Contract.

1.9. Bid Validity: Bids shall remain valid for a period of 60 days from date of tender opening. In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security for the period of the extension.

1.10. Format and Signing of Bid: The bidder shall prepare one original set of the documents comprising the bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit a copy of the Bid, and clearly marked as "COPY." In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by the Employer for record purposes. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

- 1.11. Sealing and Marking of Bids: The bidder shall seal the original and the copy of the Bid in two separate envelopes duly marking the envelopes as “ORIGINAL “and “COPY” respectively. The envelopes shall;
- 1.11.1. Be addressed to the Employer at the address provided in the tender advertisement.
 - 1.11.2. Bear the name and identification number of the Contract as defined.
 - 1.11.3. Provide a warning not to open before the specified time and date for Bid opening.
 - 1.11.4. Envelopes of Financial proposals must have a name of the Company on the Envelope.

In addition to the identification required, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

Technical and Financial proposals shall be submitted in separate envelopes.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and be clearly marked “DO NOT OPEN,

EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 12 NOON LOCAL TIME ON THE 05thDecember 2019”.

- 1.12. Deadline for submission of Bids: Bids shall be delivered to the employer at the address specified in the tender advertisement and no later than the time and date specified. The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 1.13. Late Bids: Any bid received by the employer after the prescribed deadline will be returned unopened to the bidder.
- 1.14. Bid Opening: The employer will open the bids, in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in the tender advertisement.

The presence or absence of bid security documents defining the constitution or legal status (e.g. valid trading license/, tax clearance certificate etc.) will be announced by the Employer at the opening. The Employer will also check for proof of official purchase and payment of the tender documents and companies are urged to attach copies of the purchase receipts. Firms with incomplete documentation will be disqualified. The Employer will prepare a record of the opening.

- 1.15. Process To Be Confidential: Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions will result in the rejection of the bid.
- 1.16. Clarification of Bids: To assist in the examination, evaluation, and comparison of bids, the employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.
The request for clarification and the response shall be in writing, or email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bids.
- 1.17. Correction of Errors: Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - 1.17.1. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - 1.17.2. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.
- 1.18. Evaluation Criteria: The employer will evaluate and award only those bids determined to be substantially responsive to the bidding documents.
- 1.18.1. Intention To Award: All bidders are required to provide their email addresses to the Commission through which they will be notified of the intention to award on the day that the intention is sent to Swaziland Public Procurement Regulatory Agency (SPPRA).



- 1.19. Employer's Right to Accept any bid and to Reject Bids: The employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
- 1.20. Notification of Award and Signing of Agreement: The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that the employer will pay the company in consideration of the execution and completion of the project by the service provider as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").
- The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security if required and signing the Agreement. The employer will notify the other bidders that their bids have been unsuccessful.
- 1.21. Police Clearance for Directors: Directors of Companies have to attach a Police Clearance report. Failure to comply may result in the disqualification of the Tender bid.

SECTION 2

Form of tender, qualification information, letter of acceptance and agreement

Form of tender

Project Title: Evaluation of Corporate Ladies Uniform

Contract No: Tender number no. CMAC001 of 2019/20

To:

The Secretary to the Tender Board
Conciliation Mediation and Arbitration Commission
P.O. Box 3942

Mbabane

Sir/Madam

I/We undertake to complete and deliver the whole of the project within the time to be agreed with you.

Unless and until a formal Agreement is prepared and executed, this tender, together with the written acceptance thereof by you, shall constitute a binding Contract between us.

Yours faithfully,

.....

Date.....

Contact Numbers.....

Tel.....

Email.....

Authorized Signature.....



Qualification Information

The Bidder shall supply the following information;

1.0. Constitution or legal status of Bidder: [attach copy]

2.0. Power of attorney of signatory of Bid: [attach]

3.0. Total annual volume of contractual work related to this project performed in the last two years,

4.0 Work performed as prime contractor on works of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			

5.0 Experience of key personnel proposed for administration and execution of the contract.
Attach biographical data

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			

CONTRACT AGREEMENT

This Agreement is made between the Conciliation Mediation & Arbitration Commission (hereinafter called “the Employer”) and (Hereinafter called “the Service Provider”) of the other part.

Whereas the Employer is desirous that the Service Provider execute the contract for the supply of corporate ladies uniform ((hereinafter called “the Works”) and the Employer has accepted the Bid by the Service Provider for the execution and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:

2. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) The Special Conditions of Contract

(b) The General Conditions of contract

(c) The Letter of Appointment.

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

4. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Service Provider in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties here have caused this Contract to be signed in their respective positions in the presence of witnesses:



SECTION 3:

TERMS OF REFERENCE

BACKGROUND

The Conciliation Mediation and Arbitration Commission (CMAC) is a public organization that was established in 2000 to provide accessible speedy, fair and equitable dispute management and resolution services with the aim of providing harmony in the Labour Relations of the Country. This is a category “A” public enterprise.

SCOPE OF WORKS

The successful consultant will be expected to;

- Supply corporate uniform for 20 ladies
- Specifications

Item	Description	Colour	Fabric	Style (Variety)
Suit(Jacket & Bottoms	Two Piece- elegant & professional suiting (Long, ¾ and short sleeves	Navy Blue	Viscose/Polyester/spandex	Skirts (4) Slacks (4) Capri Pants(4)
Tops	Blouse, Shirt, Camisole	4 Available Corporate Colours	Pure cotton, poly cotton, polyester	Plain, fine dots, fine print, fine stripe.
Dresses	Shift dress	Navy Blue	Viscose/Polyester/spandex	3 different neck cuts and styles
Waist coats/ Sleeveless jackets	Waistline, Buttock length, thigh length.	Navy Blue	Viscose/Polyester/spandex	3 different styles per cut.
Scarf	Short & Long	4 Available Corporate Colours	Polyester	3 different cuts.
Swatch(es)	Variety - All required colours			
Pricelist	All above items			
Samples	All colours, fabric and styles.			

Technical proposal

- a) Technical proposal with the following:
1. Company profile demonstrating experience in similar programmes.
 2. Similar jobs to the work at hand.
 3. The Passing mark for Technical Evaluation will be 70%.
 4. A detailed method statement stating the overall approach and proposed programme of implementation.

Requests for clarifications, which must be in writing, should be addressed, via email, to thembinkosi.dlamini@cmac.org.sz. CMAC will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on 14th November 2019. Written copies of the CMAC's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

For administrative and technical enquiries, please contact by sending your request for clarification at thembinkosi.dlamini@cmac.org.sz.



SECTION 4

DATA SHEET

A. General

GCC 1.1 (o) The Employer is: The Conciliation Mediation and Arbitration Commission

GCC 1.1 (r) The duration of the works shall be: 3 months.

GCC 1.1 (u) The Project Manager is: Tender Committee, Conciliation Mediation & Arbitration Commission

GCC 1.1 (z) The Start Date shall be: Within 1 week after receipt of letter of appointment.

GCC 2.1. Supply of Corporate Ladies Uniform

GCC 3.1 The Site Possession Date(s) shall be advised.

B. Time Control

GCC 4.1

D. Cost Control

GCC 5.1 The Service Provider is not subject to price adjustments.

CRITERIA	WEIGHING FACTORS	SCORE
Adequacy for the Project	<ul style="list-style-type: none"> ✓ Relevant technical expertise ✓ Competence of key management, professional and technical personnel ✓ Technical team CVs ✓ Availability of resources ✓ Size of team to handle project within a given period 	30%
Relevant Experience	<ul style="list-style-type: none"> ✓ Previous projects of this nature and magnitude ✓ Role of tenderer in previous projects ✓ Experience of project leader and/or team in similar projects 	20%
Methodology	<ul style="list-style-type: none"> ✓ Delivery of the service ✓ Roles of each team member 	40%
Local Participation	<ul style="list-style-type: none"> ✓ What percentage of management and technical team is local ✓ Joint venture with local company (if service provider is foreign) ✓ Skills transfer to locals 	10%
	TOTAL	100%

NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%

DECLARATION OF ELIGIBILITY

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

[>>>Name of Service Provider, Address, and Date>>>]

To: The Secretary of the Tender Board,
Conciliation Mediation & Arbitration Commission
P.O BOX 3942
Mbabane

Dear Sirs,

Re: Tender Reference: CMAC001 of 2019/20

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



(d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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 police clearances for Directors are attached; and

(e) I/We do not have a conflict of interest in relation to the procurement requirement.

Signed

Authorised Representative

Date



GENERAL CONDITIONS OF CONTRACT

1.1 General Provisions

1.2. Definitions

Unless the context otherwise requires, the following terms whenever used in this

Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- b) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- e) “GCC” means these General Conditions of Contract.
- f) “Government” means the Government of Eswatini.
- g) “Local Currency” means Lilangeni (SZL).

h) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

i) “Party” means the Authority or the service provider, as the case may be, and

“Parties” means both of them.

j) “Personnel” means persons hired by the service provider and assigned to the performance of the Services or any part thereof.

k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

l) “Services” means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A hereto.

m) “In writing” means communicated in written form with proof of receipt.

n) The words Tenderer and Service Provider will be used interchangeably.

1.3. Law Governing Contract

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

1.4. 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.

1.5. Notices

1.5.1 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.

1.5.2 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.

1.6. Location

The Services shall be performed at Mbabane House as the CMAC may approve.

1.7. Authority of Member in Charge

In case the service provider 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 service provider's rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.

1.8 Authorized Representatives

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

1.9 Taxes and Duties

The Service Provider 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.

2. Fraud and Corruption

Service provider should be aware that a service provider 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.

2.1 Commission and Fees

It is required that the successful service provider 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.

3. Commencement, Completion, Modification and Termination of Contract

3.1 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.

4. Commencement of Services

The service provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

5. Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

6. Modifications or Variations

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

7. Force Majeure 7.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.2 No 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.

7.3 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.

7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the service provider 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.

7.5 Termination

7.5.1 By the Commission

The Commission may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 7.5.1. In such an occurrence the Commission shall give not less than thirty (30) days' written notice of termination to the service provider, and sixty (60) days' in the case of the event referred to in (e).

- a) If the service provider 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 the Authority may have subsequently approved in writing.
- b) If the service provider becomes insolvent or bankrupt.

- c) If the service provider, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the service provider rare unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Commission, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

7.5.2 By the service provider

The service provider may terminate this Contract, by not less than thirty (30) days written notice to the Commission, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through(c) of this Clause GCC 7.5.2:

- a) If the Commission fails to pay any money due to the service provider 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 service provider that such payment is overdue.
- b) If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Commission fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

7.6 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 7.5.1 or GCC 7.5.2, the Commission shall make the following payments to the service provider:

- 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.

8.Obligations of the Service Provider

8.1 General

8.1.1 Standard of Performance

The service provider 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 service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Commission's legitimate interests in any dealings with third Parties.

8.1.2 Conflict of Interests

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

8.1.3 Service provider is Not to Benefit from Commissions, Discounts, etc.

The payment of the service provider pursuant to Clause GCC 6 shall constitute the service provider's only payment in connection with this Contract or the Services, and the service provider 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 service provider shall use their best efforts to ensure that the Personnel, and agents of either of them similarly shall not receive any such additional payment.

8.1.4 Prohibition of Conflicting Activities

The service provider shall not engage, and shall cause their Personnel to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

8.1.5 Confidentiality

Except with the prior written consent of the Commission, the service provider 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 service provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

8.1.6 Reporting Obligations

(a) Final reports shall be delivered in soft and hard copies.

8.1.7 Documents Prepared by the service provider to be the Property of the Commission

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

(b) The service provider 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.

8.1.8 Service provider's Personnel

8.1.8.1 Description of Personnel

The service provider shall employ and provide such qualified and experienced Personnel to carry out the Services. The titles, agreed job descriptions, minimum

qualifications, and estimated periods of engagement in the carrying out of the Services.

8.1.8.2 Removal and/or Replacement of Personnel

Except as the Commission may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the service provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the service provider shall provide as a replacement a person of equivalent or better qualifications.

(a) If the Commission 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 service provider shall, at the Commission's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Commission.

(b) The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

9. Obligations of the Commission

9.1 Assistance

The Commission shall use its best efforts to provide the service provider such assistance.

9.2 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 service provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the service provider 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.

9.3 Payments to the service provider

Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, using either actual expenses or the agreed unit prices.

9.4 Contract Unit Prices and Reimbursable

- (a) The unit prices and reimbursable payable in the currency is set forth in the SCC.
- (b) The unit price and reimbursable payable in local currency is set forth in the SCC.

9.5 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.

9.6 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.

9.7 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.

