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ESWATINI CIVIL AVIATION AUTHORITY

INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF MOBILE OFFICES FOR ESWACAA STAFF

REFERENCE NUMBER: 16 OF 2019/20

NOVEMBER 2019



ADVERTISEMENT

INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF 10 MOBILE OFFICES

TENDER NO: 16 OF 2019/20

1. Tenders are hereby invited from reputable suppliers to supply and install 10 mobile offices for ESWACAA staff.
2. Request for Proposals may be purchased from; the **Eswatini Civil Aviation Offices in Matsapha** (Accounts department) as from **01ST November 2019** for a non-refundable fee of **E300.00** per set. The method of payment shall be cash or bank guaranteed cheque payable to the ESWACAA offices.
3. Completed Tender Documents shall be delivered in a sealed envelope to:
The Secretary of the Tender Board
Eswatini Civil Aviation Authority
Matsapha International Airport
P.O Box D361
The Gables

Not later than 12 noon on the 11th December **2019** at which time the tenders will be opened in public.

On the outside, the envelope shall be clearly marked:
"CONFIDENTIAL" TENDER NO: 16 OF 2019/20

PROPOSAL TO SUPPLY AND INSTALL 10 MOBILE FOR ESWACAA STAFF
(Not to be opened before 12 Noon on the 11th of December, 2019).

NB: Technical Proposal must be separated from Financial Proposal

4. All Suppliers shall include the following certified documents with their bids: Trading License, Original Tax certificate, Form J, Form C, Police Clearance for Directors and **tender purchase receipt**.
5. ESWACAA 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,

The Eswatini Civil Aviation Authority hereby seeks to procure 10 mobile offices for their staff

1. The Eswatini Civil Aviation Authority is desirous to accommodate 10 employees in the offices.
2. The Authority is seeking reputable Suppliers to supply and install the mobile offices
3. A firm will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
4. 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 ESWACAA reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

BY MANAGEMENT



Instructions to Consultants

1.1 Qualification of the bidder.

All suppliers shall include the following information and documents with their bids;

- (a) Trading License, Original Tax Certificate, Form J, Form C (all statutory documents) and Tender Purchase Receipt.
- (b) 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;
- (c) Total monetary value of similar work performed in the last two years;
- (d) 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;

To qualify for award of the contract, suppliers shall meet the following minimum qualifying criteria:

- a. Experience as a supplier in at least three projects of a similar nature and complexity.
- b. Reference from an Organization(s) where a similar project was successfully undertaken.

1.2 One bid per Bidder.

Each Supplier shall submit only one bid.
A supplier who submits or participates in more than one bid will result in disqualification.

1.3 Cost of bidding.

The Supplier 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:

Invitation to bid
Instructions to bidders
Forms of bid and qualification Information
Conditions of contract

1.5 Clarification of bidding documents.

A prospective Supplier 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. 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:

- (a) The bid
- (b) 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 Supplier 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 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 initialed 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 initialed 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;

- be addressed to the Employer at the address provided in the tender advertisement.
- bear the name and identification number of the Contract as defined.
- provide a warning not to open before the specified time and date for Bid opening.

- 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 11th December 2019”**.

- | | |
|--|---|
| 1.12. Deadline for submission of bids | <p>Bids shall be delivered to the employer at the address specified in the tender advertisement and no later than the time and date specified.</p> <p>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.</p> |
| 1.13. Late bids | <p>Any bid received by the employer after the prescribed deadline will be returned unopened to the bidder.</p> |
| 1.14. Bid opening | <p>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.</p> |

- 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:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) 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 and award 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 Authority through which they will be notified of the intention to award on the day that the intention is sent to Eswatini Public Procurement Regulatory Agency (ESPPRA).

1.19.

**Employer's
right to
accept any
bid and to
reject any or
all 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. 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: Supply and installation of 10 Mobile Offices for ESWACAA staff

Contract No: Tender number no. 16 of 2019/20

To: The Secretary to the Tender Board
Eswatini Civil Aviation Authority
Matsapha International Airport
P.O. Box D361
The Gables

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 Eswatini Civil Aviation Authority (hereinafter called “the **Employer**”) and (Hereinafter called “the **Supplier**”) of the other part.

Whereas the **Employer** is desirous that the **Supplier** ((hereinafter called “the **Contractor**”) and the **Employer** has accepted the Bid by the **Supplier** for the execution and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Regardless of the date of signature, the contract shall commence after the contract has been signed with the supplier.
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.

3. In consideration of the payments to be made by the **Employer** to the **Supplier** as hereinafter mentioned, the **Contractor** 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.
4. The **Employer** hereby covenants to pay the **Supplier** 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:



3:

SECTION 3

TERMS OF REFERENCE

BACKGROUND

The Eswatini Civil Aviation Authority would like to create more office space for employees based in Matsapha Airport. In some instances, 4 or more employees share one office and it becomes a major query during ISO Audits. The Authority has deemed it appropriate to create more office space for employees for smooth execution of tasks.

SCOPE OF WORKS

The successful bidder will be expected to provide office space for 10 employees built on a total area of 201m². The assembled building must also have toilet facilities for males and females and a kitchenette. One of the 10 offices will be used as a reception. The offices have to be built according the following specifications:

Length of the building – 24 465 Millimeters

Width of the building – 8235 Millimeters

Office size – 3435 X 3455mm

Passage – 1165mm

2000mm Veranda

Blinds

Foundation: Concrete slab (201m²)

Floor Cover: Vinyl Tiles on 201m²

Doors: Double panel door external (1) for the reception area

Single panel doors internal (19)

Emergency exit door with push bar (2)

Windows: 500x600mm Top Hung Aluminium Windows (6)

900x900mm Top Hung Aluminum Windows (12)

Roofing: Lightweight Steel Frames Trusses and wide span roof sheeting 12°

Ceiling: Suspended ceiling (201m²)

Electrical: Distribution board (1)

1.2m Double Fluorescent Light with Globes (31)

External bulk head light (4)

Light switch 1 lever (15)

Double plug 16amp (13)

Plumbing: Porcelain close couple toilet (5)
Porcelain urinal (2)
Porcelain hand wash basin (4)

Requests for clarifications, which must be in writing, should be addressed, via email, to wandile@eswacaa.co.sz The Authority will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on **28th November 2019**. Written copies of the Authority's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

SECTION 4

DATA SHEET

A. General	
GCC 1.1 (a)	The Employer is: The Eswatini Civil Aviation Authority
GCC 1.1 (b)	The duration of the works shall be: 4 months.
GCC 1.1 (c)	The Project Manager is: Wandile Dlamini Eswatini Civil Aviation Authority
GCC 1.1 (d)	The Start Date shall be: Within 1 week after receipt of letter of appointment.
GCC 2.1.	Site Investigation Reports are: <i>applicable.</i>
GCC 3.1	The Site Possession Date(s) shall be: advised.
B. Time Control	
GCC 4.1	
D. Cost Control	
GCC 5.1	The contract is not subject to price adjustments.

EVALUATION OF THE TECHNICAL PROPOSALS

CRITERIA	WEIGHING FACTORS	SCORE
Completeness of statutory documents	✓ Statutory documents all submitted	10%
Adequacy for the Project	✓ 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	35%

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 	35%
	TOTAL	100%

NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%

For the Financial Proposal to be opened by the Employer, the Bidder must score 70% and above. If the Service Provider is below the 70% threshold, the Financials for that particular Bidder will not be opened.

DECLARATION OF ELIGIBILITY

[The Supplier 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,
Eswatini Civil Aviation Authority
P.O BOX D361
THE GABLES
H126**

Dear Sirs,

Tender Reference: 16 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 Supplier 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 Matsapha Airport as the Authority 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 Authority or the Supplier may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Supplier 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

The Supplier 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 Eswatini.

2.1 Commission and Fees

It is required that the successful supplier 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. 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 supplier`/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 purpose 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 Authority

The Authority 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 Authority 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 Supplier 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 supplier becomes insolvent or bankrupt.
- c) If the supplier, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- f) If the supplier 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 Supplier

The supplier may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, 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 Authority 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 supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Authority 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 Authority 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 Supplier

8.1 General

8.1.1 Standard of Performance

The supplier 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 Authority's legitimate interests in any dealings with third Parties.

8.1.2 Conflict of Interests

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

8.1.3 The Supplier is Not to Benefit from Commissions, Discounts, etc.

The payment of the supplier 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 supplier 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 supplier 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 Authority, the supplier 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 supplier 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 if any.

8.1.7 Documents Prepared by the supplier to be the Property of the Authority

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the supplier under this Contract shall become and remain the property of the Authority, and the supplier shall, not later than upon termination or expiration of



this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof.

- (b) The supplier 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 Supplier's Personnel

8.1.8.1 Description of Personnel

The supplier 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 Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the supplier, 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 Authority 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 supplier shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- (b) The supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

9. Obligations of the Authority

9.1 Assistance

The Authority shall use its best efforts to provide the supplier 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 supplier in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the supplier 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 supplier

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.