

REQUEST FOR SEALED PROPOSALS (RFSP) – DEBT RECOVERY SERVICE

Subject: Request for Sealed Proposals for Provision of Debt Recovery Service to AED Plc	Invited entity: Debt Recovery Agents
Reference No.: DD/11/29/21	Date: 29/11/2021
Total Pages: 33	

Section 1. Request for Sealed Bid (RFSB)

Abuja Electricity Distribution Plc is inviting you to submit a detailed proposal for the provision of Debt Recovery Services (DRS) to AED Plc as detailed in this RFSP.

This Request for Sealed Proposals comprises the following;

- Section 1. This Request letter
- Section 2. RFSP Instructions
- Section 3. Scope of Service

When preparing your proposal, please ensure compliance with the RFSP Instructions and use the templates provided to submit all requirements. It is your responsibility to ensure that your proposals are submitted on or before the deadline. Failure to provide all information and support documents required by this RFSP will be at the bidder's risk and may result in rejection of the submission.

Please see RFSB timeline in the table below;

Action	Date
RFSP issued to bidders	29/11/2021
Request for clarification	3/12/2021
Response/ Addendum from AED Plc	6/12/2021
Bidders Conference (Virtual)	Not applicable
Proposal Submission	13/12/2021
Opening of Technical Proposal	13/12/2021 - 11am

We look forward to receiving your bid.

Signed

Management.

Date: 29/11/2021

Appendices:

- ✓ *Scope of Service*
- ✓ *CV Template*
- ✓ *Technical and commercial offer submission templates*
- ✓ *Instructions to Tenderer*
- ✓ *Tender Acknowledgement Form*
- ✓ *Conflict of interest form*
- ✓ *General conditions of contract*

Section 2. RFSB Instructions

Company profile	<p>Abuja Electricity Distribution Plc (AED Plc) established in 1997 is a company registered under the laws of the Federal Republic of Nigeria based on the privatization of the power distribution in Nigeria. AED Plc is required to maintain power quality in line with prevailing Nigeria regulations as set by the Nigeria Electrical Regulatory Commission (NERC) in their customer’s service standards of Performance, together with internationally accepted standards (IEC 60050)</p>
Purpose	<p>Abuja Electricity Distribution Plc, is inviting firms to submit a detailed technical and commercial proposal for the provision of Debt Recovery Services (DRS) to AED Plc as detailed in this RFSP.</p>
Objectives	<p>The debt recovery agent will be responsible for the recovery of outstanding debts of the company and also ensure efficient reconciliation on disputed debts and follow-up on severe cases of debt recovery.</p> <ol style="list-style-type: none"> 1. Recovery of prolonged outstanding debts 2. Establish a repayment plan for debt settlement
<p>Submission Requirement</p> <p>Pre-qualification documents (Tech-1)</p> <p>Technical Requirements (TECH-2)</p>	<p>Please submit the following documents which are mandatory requirements for the pre-qualification of this procurement process with your Technical bid:</p> <ol style="list-style-type: none"> 1. Detailed company profile, showing brief information about the company, such as organization’s values, top management staff profiles, all registered board members, registered address(es), branch network, key partners and personnel, foreign affiliates, etc. 2. Evidence of company registration with the Corporate Affairs Commission. (i.e. Certificate of Incorporation, Form CO2 and Form CO7) 3. VAT Registration 4. Tax Clearance Certificate valid till 31st December 2020 5. 3 years Audited Financial Statements for 20118, 2019 and 2020 6. NSITF Certificate valid till 31st December, 2021 7. PENCOC Certificate valid till 31st December,2021 8. Complete and sign the conflict-of-interest form- APPENDIX F <ol style="list-style-type: none"> 1. Organizational Capability and experience of the firm - 30 marks Evidence of organizational capability and relevant experience in the execution of assignment of a similar nature. The evidence shall include successful completion of at least a similar assignment of this nature in the last 10 years. 2. Understanding of the assignment – 30 marks Adequacy of the proposed technical approach (10 points) , methodology (5 points) and work plan (10 points) in responding to the Terms of Reference 3. Knowledge of the Nigeria Power Sector-10 Marks Ability to demonstrate knowledge and good understanding of the Nigeria Power sector value chain and its regulatory framework. 4. Key professional staff – 30 marks 4.1 Assignment of a lawyer with at least 5 years post call experience who must have knowledge of alternative dispute resolution and negotiation skills. The person must be a member of chartered institute of Arbitrators. The lawyer should demonstrate knowledge of the laws governing and regulating the power sector (20 points)

	4.2 Assignment of a financial expert/auditor/accountant with at least 5 years post NYSC experience for reconciliation purposes as part of your team (10 Points)				
Technical Evaluation (TECH-1)	This entails evaluation of mandatory documents submitted. It will be done on a “Yes and No” basis. If the document is provided satisfactorily, it will be scored a “Yes’ and if otherwise, it will be scored as “No”. ONLY firms that scored ALL yes in TECH-1 will be eligible to proceed to TECH-2				
Technical Evaluation (TECH-2)	This will be based on the technical requirement provided under Tech 2. Bidder’s proposal will be scored using a point based approach, and only firms that met the minimum qualifying score of 75% will be eligible for the opening and consideration of their financial proposal.				
Financial Proposal	<ul style="list-style-type: none"> ▪ Contingency Percentage Fee: The service will be percentage based, and bidders are expected to provide their expected percentage fee for the assignment in the financial proposal. ▪ The percentage fee will be only on the amount recovered ▪ The service will be on a “No Recovery, No Fees” 				
Financial Evaluation	<ul style="list-style-type: none"> ▪ First consideration will be given to the responsive proposal (meeting the qualifying point) with lowest contingency percentage fee. ▪ There will be a negotiation meeting with the firm that met the condition above. 				
Negotiation	<p>The aim of the negotiation is to reach agreement on all technical and Financial considerations and sign a contract.</p> <p>Negotiation will include: discussion and clarification of the RFSP Instructions and the Terms of Reference, consideration of appropriateness of qualifications, and schedule of activities, discussion on the financial proposal submitted by the Service Provider/ Vendor and Provisions of the contract. AED PLC shall prepare minutes of negotiation which will be signed both by AED Plc and the Service Providers/ Vendor.</p>				
Clarifications	<p>Bidders requiring any clarifications on this RFSP may notify AED Plc in writing by E-mail. The following personnel may be contacted for these purposes.</p> <table border="1" data-bbox="418 1419 1511 1539"> <thead> <tr> <th data-bbox="418 1419 951 1478">Name of AED Plc Employee</th> <th data-bbox="951 1419 1511 1478">Contact Email</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 1478 951 1539">Procurement Committee</td> <td data-bbox="951 1478 1511 1539">aedcprocurement@abujaelectricity.com</td> </tr> </tbody> </table> <p>Enquiries received after 3/12/2021; 5pm (Nigeria Time) will not be processed and will not receive a response.</p> <p>From the Issue Date of this RFSP until a contract is signed by both parties, all correspondence is to be directed to the above nominated email addresses. Bidders shall not be permitted to communicate with AED Plc personnel in relation to this RFSP unless otherwise communicated in writing.</p>	Name of AED Plc Employee	Contact Email	Procurement Committee	aedcprocurement@abujaelectricity.com
Name of AED Plc Employee	Contact Email				
Procurement Committee	aedcprocurement@abujaelectricity.com				

<p>Submission Instruction</p>	<p>Failure to furnish all information required by this RFSP or submission of a bid not responsive to this RFSP in every respect will be at the bidder’s risk and may result in rejection of the bid. The bidders shall prepare one Single Technical Bid, clearly marked as “Technical Bid”- Envelope A. Similarly, bidders shall prepare only one Financial Bid, clearly marked as “Financial Bid” – Envelope B. Both the envelopes carrying the Technical (Envelope A) and Financial (Envelope B) proposals should clearly LABELED with the bidders name and put in a sealed single envelope. The cover should be scribed as "RFSP with te subject as reference. . An E-copy of the technical submission on flash drive only should be included in the Technical Bid envelope.</p> <p>The bids shall be type written and shall be signed by a person or persons duly authorized. The person or persons signing the bid shall initial all pages of the bid. Any bids submitted by fax, telex or email shall not be accepted.</p> <p>Financial Bids of only technically qualified bidders will be opened. Financial bids of technically disqualified bidders shall not be opened and shall not be returned to the bidders.</p>
<p>Submission method</p>	<p>Bidders are to submit their bids in sealed envelopes marked with subject, closing date and time, should be addressed to:</p> <p style="text-align: center;"><i>Procurement Committee Abuja Electricity Distribution Company No. 1 Ziguinchor Street, Off IBB Way, Zone 4, Wuse – Abuja,</i></p> <p>All tenders must be delivered and deposited in the tender box located on the 1st Floor, by Procurement Department at AED PLC Headquarters at No. 1 Ziguinchor Street, Off IBB Way, Zone 4, Wuse – Abuja, or sent by courier to our street address as above.</p> <p>The bidder’s name and address MUST be written on the reverse side of all the envelopes and subject of supply on the Top Right-Hand Corner of the envelope.</p> <ul style="list-style-type: none"> ✓ The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer in which case such corrections shall be initialed by the person or persons signing the tender. ✓ Tenderers are particularly directed that the price entered in the tender shall be for performing strictly in accordance with AED Plcs requirements. ✓ The closing date for the receipt of sealed bids is 13/12/2021; (11am) ✓ Late bids, emailed bids and faxed bids WILL be rejected. <p>AED Plc reserves the right to reject any tender and or annul the tendering process and reject all tenders at any time prior to AED Plc signing the contract, without hereby incurring any liability to any tenderer and without being required to give any reason thereof.</p>

Section 3. Scope of Service

General Scope of Service

Bidders are to ensure compliance with the scope of service.

- Engaged identified debtors for repayments, send reminders, issue warning letters and discuss further actions that may lead to litigation to compel debtors to pay their debt.
- Negotiate and persuade debtors to extract payments and in some cases obtain installment payments where bullet repayment is not feasible.
- Production of a detailed report that summarizes and explains the results obtained on a case-by-case basis. The report requirement shall include; inception report, progress report and final report. All reports must be submitted to the following address;

Debt Management Unit

Abuja Electricity Distribution Company

No.1 Ziguinchor Street Wuse Zone 4, Abuja

- Provide service in good and efficient manner to the industry or to such standards as AED Plc may communicate to it.

Appendix A – Scope of Service for AED Plc Debt Recovery

S/N	Service Requirement/ Criteria	Bidder's Capability/Response
1	Organizational Capability and experience of the firm Evidence of organizational capability and relevant experience in the execution of assignment of a similar nature. The evidence shall include successful completion of at least a similar assignment of this nature in the last 10 years.	
2	Understanding of the assignment Adequacy of the proposed technical approach methodology (5 points) and work plan in responding to the Terms of Reference	
3	Knowledge of the Nigeria Power Sector Ability to demonstrate knowledge and good understanding of the Nigeria Power sector value chain and its regulatory framework.	
4	4. Key professional staff – 30 marks 4.1 Assignment of a lawyer with at least 5 years post call experience who must have knowledge of alternative dispute resolution and negotiation skills. The person must be a member of chartered institute of Arbitrators. The lawyer should demonstrate knowledge of the laws governing and regulating the power sector (20 points) 4.2 Assignment of a financial expert/auditor/accountant with at least 5 years post NYSC experience for reconciliation purposes as part of your team (10 Points) Prior Experience – Include a narrative description of debt recovery experience and qualification. <ul style="list-style-type: none">• Experience shown should be work done by individuals who will be assigned to this project as well as that of your company.	

	<ul style="list-style-type: none"> • Previous debt recovery referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company or agency who may be contacted. • Indicate how many debts recovery your firm has performed over the past five years and how many clients were satisfied with your services. Copies of the completion of services certificate or reference is required. • Must have knowledge of the laws governing and regulating the power sector 	
5	<p>Personnel – Include the number and names where practicable, of staff who will be engaged in the work. Include a resume/CV or similar document indicating the level of education and experience for each staff who will be assigned to this engagement, the responsibilities each will have in this project and how long each has been with your company.</p> <ul style="list-style-type: none"> • Must have at least one financial expert/auditor/accountant with at least 5 years post NYSC experience for reconciliation purposes as part of your team • Must have a minimum of one lawyer with at least 5 years post call experience who must be knowledgeable in ADR with strong dispute resolution and negotiation skills or be a member of Chartered Institute of Arbitrators 	
6	<p>Reporting – Prepared to provide regular weekly reports on recovery activities to AED Plc.</p>	
7	<p>Bidders must be prepared to operate a ‘No Recovery, No Fees basis’</p>	

Appendix B – CV Template

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ assignment/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. Nov. 2004- Mar. 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<p>_____ Signature of the Personnel</p>		
<p>_____ Date Signed</p>		

Appendix C - Technical and commercial offer submission template

Technical Proposal

The Technical Proposal shall consist of the following sections separated by tabs. **Documents and responses must be presented in this order:**

1. Statement of your understanding regarding the scope of this engagement and management summary
2. Description of experience, capacity and expertise that is relevant to the RFSP.
3. Technical Approach, Methodology, and Workplan – Describe in narrative form your technical plan for accomplishing the work
4. Team composition and CVs/Resumes of key personnel/partners of your firm, with demonstrate experience in debt recovery. Please use the **CV template (Appendix B)**

Financial Proposal

State your proposed contingency percentage/ Fee. (The contingency fee is a percentage of the amount recovered). This should be documented on your company letter head.

Authorized signature

Name:

Title:

Date:

Appendix D – Instructions to Tenderer

1. Cost of Tendering & Presentation

- 1.1 Tenderers must bear all the costs associated with the preparation and submission of their bid and any further costs incurred prior to award of contract unless otherwise previously agreed in writing by AEDC.
- 1.2 Tenderers may be invited to meet with representatives of AEDC and its advisers after the Closing Date to make presentations relating to their Proposals and to take part in a question and answer session. The dates for these presentations (if applicable) will be notified by AEDC to the tenderers in advance. The purpose of the presentations is to assist AEDC with its evaluation of the Proposals. The Tenderers may be requested to confirm in writing any statements made by the tenderers during the presentations. Any questions raised or statements made by AEDC at the presentations are subject to these terms and conditions.

2. Tender Invitation Documents

- 2.1 You are expected to examine all the tender invitation documents, which indicate what information must be provided. Incomplete bids may be rejected.
- 2.2 All material issued by AEDC in connection with the invitation to tender remains the property of the AEDC and is to be used solely for the purpose of tendering. Documents must not be copied or forwarded to unauthorized persons.

- 2.3 Information supplied by AEDC is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. No responsibility is accepted by AEDC for any inaccurate information obtained by tenderers.
- 2.4 All Proposals will become the property of AEDC on receipt by AEEC and will not be returned to the tenderer. As between AEDC and a tenderer the intellectual property rights in the information contained in the tenderers Proposal belong to the tenderer, but AEDC may use any information contained in a Proposal for the purposes of assessing and evaluating the Proposal, for the negotiation and preparation of any related agreements, and as otherwise contemplated by this RFP. All intellectual property rights in this RFP and in any materials prepared by AEDC and distributed with, or in connection with, this RFP belong to, and remain with, AEDC.

3. Amendment to Tender Invitation Documents

- 3.1 The tender documents may be modified by amendment at any time prior to the deadline for receipt of tenders.
- 3.2 Any such amendment will be notified in writing to all prospective bidders who have received the tender documents. A form is attached at Annex A to these instructions and you must record all amendments on this form and return it with the tender documents. Any amendment will be binding on bidders.
- 3.3 In order to give you reasonable time in which to take the amendment into account in preparing your bid, AEDC may, at its discretion, extend the deadline for the receipt of tenders.

4. Tender Prices

- 4.1 Prices shall be quoted shall be firm for the duration of the contract unless otherwise stated.

5. Bid Validity Period

- 5.1 Bids shall remain valid for a period of **ninety days** from the closing date for return of tenders. A bid valid for a shorter period may be judged to be non-compliant and rejected by AEDC.
- 5.2 In exceptional circumstances, AEDC may seek your consent to extend the validity period. You may refuse such a request without penalty. If you grant the request you will not be permitted to modify your bid. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. A Bidder granting the request will not be permitted to modify its bid.

6. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- (ii) if they are awarded the contract, the contract shall be entered into, by and between Aed Plc and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to AED Plc, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of Aed Plc. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by Aed Plc, and same documents requested during the EOI Phase must be submitted for each party within the joint venture. (Note: Documents for entities within the joint venture should be submitted in a separate envelop)

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by AED Plc as the most responsive Proposal that offers the best value for money, Aed Plc shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

AED Plc reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the bidders. Such post-qualification shall be fully documented and may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the bidder;
- e) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of Aed Plc where available; and
- f) Other means that Aed Plc may deem appropriate, at any stage within the selection process, prior to awarding the contract.

7. Documents Establishing the Eligibility and Qualifications of Tenderers

7.1 If so requested by AEDC, you should furnish documents establishing your eligibility to tender and your qualifications to fulfil the contract if your tender is accepted.

8. Language of Tender

8.1 The tender, all correspondence and all documents relating to the tender must be written in English. Any literature printed in another language and provided by you to AEDC must be accompanied by an English translation of its relevant passages. In such cases, for the purpose of interpreting the tender, the English translation shall govern.

9 Conflict of Interest

9.1 Tenderers where a conflict of interest may exist or arise, must inform AEDC and submit proposals for avoiding such conflicts. This is particularly important where the conflict could result in a real danger of bias in the execution of the works.

10. Submission of Tender

10.1 Your original tender, together with any copies as specified in the Invitation to Tender letter, must be securely sealed in an envelope and sent to the person named in the invitation to tender letter.

10.2 AEDC shall not accept responsibility for the premature opening (and therefore rejection) or mishandling of envelopes not properly sealed or not correctly marked.

11. Deadline for Receipt of Bids

11.1 It is the tenderers responsibility to ensure that their tender is delivered by the date and time of the deadline for the receipt of tenders. AEDC does not undertake to consider tenders received after the deadline unless clear evidence of despatch is available (e.g. clear post mark and/or certificate of posting).

11.2 Envelopes stamped/sealed by the bidders own date stamp/seals will not be regarded as sufficient evidence of posting.

11.3 Any request for an extension of the period of tendering must be received at least 4 working days before the due date for return. No undertaking can be given that an extension will be granted. Tenderers should note that if an extension is given this will be extended to all tenderers.

12. Withdrawal and re-submission of Tenders

12.1 Once tenders have been deposited in the tender box they can never be withdrawn neither shall additional information be submitted nor AEDC reserves the right to have the tender box opened once bids have been deposited.

12.2 You may withdraw your bid at any time prior to AEDC notification of acceptance by sending notice of withdrawal in writing to AEDC contact named in the Invitation to Tender letter.

13. Evaluation of Tenders

13.1 AEDC will award the contract to the tenderer who, following the evaluation criteria set above meets all required marks and is determined as having provided the most economically advantageous tender and will not necessarily mean the lowest priced tender.

14. Right to reject any or all Bids

14.1 AEDC reserves the right to cancel the tender process and reject all bids at any time prior to award of contract without incurring any liability to the affected bidders.

14.2 AEDC does not bind itself to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in his tender.

15. Standard Terms and Conditions of Contract

15.1 Standard Terms and conditions of Contract will incorporate the Standard Terms and Conditions of Contract as shall be provided by AEDC. The Contractor's terms will not be applicable to this bid.

16. Confidentiality of Tenders

16.1 You should note that your tender will be invalidated if you disclose to any other party, even approximately, what your tendered prices are or will be at any time before the deadline for delivery of tenders. An exception to this will only be made if you need an insurance quotation to calculate your tender prices, in which case you may give your insurance company or brokers any essential information they require, so long as you do so in strict confidence.

16.2 Any attempt to obtain any information about anyone else's tender or proposed tender prior to the deadline for delivery of tenders will also invalidate your tender.

17. HSE Requirements

Successful bidders will be required to comply with AEDC's HSE Standard Operating Procedures and upon award of contract, they are expected to do the following before commencement of work;

- Report to the HQ/Regional HSE department
- Undertake the mandatory AEDC's HSE induction session
- Submit the approved project documentation such as; contract/award letter, work method statement, copy of risk assessment, risk controls and site-specific instructions
- Remobilization inspection (Equipment / Tool list / PPE samples)
- Provide HSE communication plan
- Provide First Aider and minimum of one banksman
- Obtain work permit

18. Anti-Corruption Policy

Bidders must abide by the Nigeria and AEDC Anti-Corruption Policies

19. Award of Contract

19.1 Prior to the expiry of the bid validity period AED PLC will send to the successful bidder a letter of provisional acceptance of tender.

19.2 The successful bidder shall within 7 calendar days of receipt of the contract documentation sign both copies and return them to AED PLC. AED PLC will sign both copies and return one signed copy to the successful bidder and retain the other copy. No other form of acknowledgement will be accepted.

Appendix E – Tender Acknowledgement Form

**ABUJA ELECTRICITY DISTRIBUTION COMPANY
Request for Sealed Bid for Provision of Debt Recovery Service to AED Plc**

Date of Issue: 29/11/2021

Closing Date: 13/12/2021

ACKNOWLEDGEMENT OF RECEIPT OF TENDER DOCUMENT

I, the undersigned, acknowledge receipt of the above-mentioned tender documents.

Name:
.....

Designation:
.....

Signature:
.....

Date:

Company Name:

Email Address:

I confirm that we shall participate in this tender

I regret that we shall not participate in this tender

Give reasons:

.....
.....

This form **MUST** be completed and sent back to AEDC as confirmation of receipt of the enquiry by return mail.

Appendix F – Conflict of Interest Form

VENDOR’S CONFLICT OF INTEREST DECLARATION

For the purposes of this statement, the term “Conflict of Interest” means:

- a) in relation to the procurement process, the Vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having, or having access to, confidential information of AEDC in relation to this procurement that is not available to other Vendors,
 - (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or
 - (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Vendor’s other commitments, relationships or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Vendor will be deemed to declare that:

- (a) there was no Conflict of Interest in preparing its proposal and/or quote; and
- (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the procurement.

Otherwise, if the statement below applies, check the box.

The Vendor declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal and/or quote, and/or the Vendor foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Vendor declares an actual or potential Conflict of Interest by marking the box above, the Vendor must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, consultant, or in any other capacity

- (a) participated in the preparation of our proposal and/or quote; and
- (b) were employees of the AEDC and have ceased that employment within twelve (12) months prior to the date our proposal and/or quote is made:

Nos	Subject	Details
1	Name of Individual	
2	Job Grade	
3	Department	
4	Last Date of Employment with AEDC	
5	Brief Description of Individual’s Job Functions	
6	Brief Description of Nature of Individual’s Participation in the	

	Preparation of the Proposal and/or Quote	
--	---	--

(Repeat above for each identified individual)

The Vendor agrees that upon request, the Vendor shall provide to AEDC any additional information from each individual identified above in the form prescribed.

Name of Vendor

Signature of Vendor's Representative

Name of Vendor's Representatives

Date

Appendix G – General Conditions of Contract

SERVICE AGREEMENT

FOR

XXXXXXXXXX Title xxxxxxxxxxxxxxxxxxxx

BETWEEN

ABUJA ELECTRICITY DISTRIBUTION PLC

AND

XXXXXXXXXX Service Provider xxxxxxxxxxxxxxxxxxxx

FORM OF CONTRACT

THIS CONTRACT (hereinafter called the “Contract”) is made and effective this day/month, 2021

BETWEEN

ABUJA ELECTRICITY DISTRIBUTION PLC a public limited liability Company established under Companies and Allied Matters Act Cap C20 Laws of the Federation of Nigeria 2004, having its Company’s Headquarters at No. 1 Ziquinchor Street off Ibrahim Badamosi Babangida Way, Wuse Zone 4, Abuja Nigeria (hereinafter referred to as the “**Employer**” which expression shall where the context so admits include its successors-in-title and assigns) of the one part;

AND

XXXXXXXX service provider xxxxxxxxxxxxxxxx a Limited Liability Company established under Companies and Allied Matters Act Cap C20 Laws of the Federation of Nigeria 2004, having its principal place of business at **xxxxxxx office address xxxxxx** hereinafter called the “**Service Provider**” which expression shall where the context so admits includes its successors in title and assigns) of the other part.

Hereinafter referred collectively as “Parties” and individually as “Party”.

WHEREAS

- (a) the Employer has requested the Services Provider to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - 1. Scope of Services and Service Level
 - 2. Breakdown of Contract Price and mode of payment

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract.

2. That the total contract value is N___, __,___.**00 (Amount in words) VAT Inclusive** per annum, which shall be paid by the Employer to the Service Provider in accordance with the terms of the Special Conditions of Contract.

3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

Signed for and on behalf of

ABUJA ELECTRICITY DISTRIBUTION PLC by

.....

Xxxxxx

Director Legal Services

.....

xxxxxxx

Managing Director

Signed for and on behalf of

Consultant by

.....

NAME:

Director/Secretary

.....

NAME:

Director

General Conditions of Contract

General Conditions of Contract

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General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (b) “Contract” means the Form of Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all Special Conditions of Contract (SCC);
- (c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 5 ;
- (d) “Employer” means the party who employs the Service Provider
- (e) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (f) “GCC” means these General Conditions of Contract;
- (g) “Government” means any relevant Government of the Federal Republic of Nigeria;
- (h) “Local Currency” means Naira, the currency of the country of Nigeria;
- (i) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (j) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (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 the SCC
- (m) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Nigeria.

- 1.3 Language** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in the SCC, and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Laws of the Federal Republic of Nigeria, the amount of which is deemed to have been included in the Contract Price.
- 1.8 Liquidated Damages** In the event that the Service Provider defaults in maintaining the agreed Service Level per month as described in the **SCC**, the Employer shall suffer substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery.
- For these reasons, in lieu of actual damages in the case of default by the Service Provider, the Employer shall withhold 2.5% of the agreed quarterly payment in lieu of the damages suffered which is a reasonable estimation for the actual damages suffered up to a maximum of 10%. The Parties hereby agree that the above amount is not a penalty but a mutual pre-estimate by Parties of the loss which the Employer may suffer for the default of the Service Provider and is proportionate to the Employer's interest in the performance of the said obligations. This is without prejudice to the Employer's right to terminate this Contract or to seek other Legal remedies.
- 1.9 Independent Service Providers** The relationship between the Employer and the Service Provider under this Agreement is an independent Service Provider and not the agent, employee, partner, servant or representative of the Employer. The relationship of employer and employee shall not exist between the Employer and Service Provider or any of Service Provider's employees, if any Employer shall not be liable to Service Provider, its employee, agents, or others for the payment of taxes, pension,

provision of unemployment insurance and/or workers' compensation, or any benefit due to the employees of the Employer.

1.10 Publicity

The Service Provider shall not and shall ensure that none of its employees, agents representatives or sub-Service Provider shall advertise, announce or otherwise disclose the appointment of the Service Provider or its sub-Service Providers or any of the terms of this Agreement (save as may be required by law or may be necessary for the due performance of this Agreement) without the prior approval in writing of the Employer. All copy of material relating to this Agreement which is intended for publication in any form by the Service Provider or any sub-Service Provider must first be submitted in draft form to the Employer for approval indicating the companies in which it will appear.

1.11 Waiver

The failure by a non-defaulting party to enforce or to require the performance at any time of any of the provisions of this Agreement against the defaulting party shall not be construed to be a waiver of such provision, and shall not affect the validity of this Agreement. No such waiver shall be deemed a waiver of any subsequent right of a similar nature or otherwise.

No contract varying, adding to, deleting from or canceling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing.

1.12 Severability

In the event if any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, by a court of competence jurisdiction or by operation of Law, such invalidity, illegality or unenforceability shall be omitted and shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement. If the severed provision is critical to the performance of this Agreement, then the parties shall negotiate together with a view to agreeing upon a valid replacement provision of equivalent economic effect, which shall replace the severed provision and be inserted in this Agreement.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

- 2.2.1 Starting Date** The Service Provider shall start carrying out the Services immediately upon the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per **GCC** Clause 1.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any additional services or variation of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 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.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill 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.
- 2.5.3 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.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not be entitled to payments under the terms of this Contract.
- 2.6 Termination**
- 2.6.1 By the Employer** The Employer may terminate this Contract, by not less than fourteen (14) days’ written notice of termination to the Service Provider, to be

given for any of the following reasons specified in paragraphs (a) through (e) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fourteen (14) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt, an administrator or similar officer is appointed over all or any part of its assets or undertaking, makes any arrangement or enters into any scheme for the benefit of its creditors or in any way ceases or threatens to cease to carry on its principle business
- (c) 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 thirty (30) days; or
- (d) without cause at the sole discretion of the Employer
- (e) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the

investigation or making false statements to investigators in order to materially impede the Employer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Employer's Internal Audit rights

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than fourteen (14) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (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 thirty (30) days.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the SCC, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from

The remuneration of the Service Provider pursuant to SCC shall constitute the Service Provider's sole remuneration 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

Commissions and Discounts.

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 its Personnel, Subcontractors and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost insurance for its staff and equipment against all risks (including but not limited to fire, accidents and natural disaster), and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer'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) changing the Program of activities; and
- (c) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the billing forms specified in the **SCC** in the form, in the numbers, and within the periods set forth in the said **SCC**.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. 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**.

3.8. Necessary Approvals and Certifications

The Service Provider warrants that it has the necessary, permits, registrations, approvals and authorization to carry out the services and shall at its own cost, obtain any permit, registration, approval and authorization needed to carry out its activities hereunder. This

shall include but not be limited to Commission, Corporate Affairs Commission and all Federal, State, and Local Government requirements needed to implement this Contract.

3.9 Indemnity

The Service Provider agrees to indemnify, release, defend and hold harmless the Employer, Employer's employees or Directors from and against any and all claims, costs, loss, damages or liabilities (whether criminal or civil) suffered (and legal fees and costs incurred) by the Employer, the Employer's employees or Directors including any personal injury or death of any person, injury or damage whatsoever to any property (movable or immovable) howsoever arising pursuant to or during the implementation of this Agreement resulting from a breach of this Contract by the Service Provider including, any act, neglect or default of Service Provider, its employees or agents and breaches in respect of any matter arising from the services resulting in any successful claim by any third party

3.9.1 Fullest Indemnity

The Service Provider shall indemnify Employer to the fullest extent possible for any breach of its representations and warranties contained in this Contract

4. Obligations of the Employer

4.1 Services and Facilities

The Employer shall make available to the Service Provider the Services listed under the SCC.

5. Payments to the Service Provider

5.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in the SCC. The Contract Price may only be increased above the amounts stated in the SCC if the Parties have agreed to additional services in accordance with Sub-Clauses 2.4 and 5.3.

5.2 Contract Price

(a) The price shall be payable in Nigerian Naira as **set forth in the SCC**.

5.3 Payment for Additional Services,

Parties shall agree on the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, using the Contract Price as a guide.

5.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the terms of payment **stated in the SCC**. Payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the

Service Provider has submitted an invoice to the Employer specifying the amount due.

6. Settlement of Disputes

6.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.2 Dispute Settlement

6.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to Arbitration within 30 days of the notification of disagreement of one party to the other.

6.2.2 The Arbitration shall be in Abuja, Nigeria and it shall be conducted by a single Arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act, CAP. A18, Laws of the Federation of Nigeria, 2004 or any amendments or re-enactments thereof.

6.2.3 The Arbitrator shall apply Nigerian Law and the proceedings shall be in the English language. In the event that the parties fail to select an arbitrator as provided by the Act, then the Chief Judge of the Federal High Court shall appoint such arbitrator. The parties undertake to carry out the award without delay. Awards shall be final and binding on the parties from the date they are made and judgment upon any award may be entered in any court having jurisdiction.

6.2.5 The provisions of this clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by those provisions.

6.2.6 The Parties shall not be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator

6.2.7 The arbitrator may, in any dispute in which any matter of a technical or financial nature is relevant, appoint an assessor having the requisite experience to assist the arbitrator in the arbitration. The assessor shall not have a vote in the award made by the arbitrator, but shall act as an advisor only.

6.2.8 This Article is severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity of this Agreement for any reason.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The Employer is ABUJA ELECTRICITY DISTRIBUTION PLC.
1.1(d)	The Service Provider is xxxxxxx service provider's name xxxxxxxxxxxxxxxx
1.2	The Applicable Law is: Nigerian Law
1.3	The language is English
1.4 j	<p>The addresses are:</p> <p>Employer: No. 1 Ziguinchor Street off Ibrahim Badamosi Babangida Way, Wuse Zone 4, Abuja Nigeria</p> <p>Attention: General Manager xxxxxxxxxxxxxxxx</p> <p>Email: xxxx.xxxxxxx@abujaelectricity.com</p> <p>Service Provider: xxxxxxxxxxxx service provider's address xxxxxx</p> <p>Attention: xxxx Contact person xxxxxxxxxxxx</p> <p>Email: xxxxxxxxxxxxxxxx</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: xxxxxxxxxxxxxxxx</p> <p>For the Service Provider: The Regional Manager</p>
2.1	The date on which this Contract shall come into effect is day/ month, 2021; regardless of the date of the date of execution hereof
2.2	The Starting Date for the commencement of Services is day/ month, 2021
2.3	The Completion Date is day/ month, 2021

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p style="text-align: center;">TERMS OF PAYMENT</p> <ul style="list-style-type: none"><li data-bbox="386 327 1406 359">i. Payment shall be on contingency basis. A percentage of amount recovered<li data-bbox="386 363 1406 432">ii. Payment shall be made upon presentation of an invoice and certification same by the Head, user department that such services have been rendered<li data-bbox="386 474 1406 543">iii. The renewal of the Services is subject to satisfactory performance by the Service Provider as solely determined by the Employer.