



**INTERIM SADC AVIATION SAFETY ORGANISATION
REQUEST FOR SUBMISSION OF PROPOPOSALS ON SASO
JOB EVALUATION AN GRADING CONSULTANCY.**

Requesting Office: Office of the Interim Executive Director
Specific Project Involved: Consultancy on SASO Job Evaluation and Grading.
Tender Number: 01 of 2017/18

NAME OF TENDERER

(Tenderer to fill using block letters)

**Office of the Executive Director
Interim SADC Aviation Safety Organisation
Fifth Floor, Sibekelo Building
Mhlambanyatsi Road
P.O. Box 7919
Mbabane
Swaziland
Tel: +268 24043851
Email: info@saso.sadc.int**

INTERIM SADC AVIATION SAFETY ORGANISATION

INVITATION FOR TENDER

REQUEST FOR PROPOSALS (RFPs) FOR SASO JOB EVALUATION AND GRADING

TENDER NO. 01 OF 2017/18

Dear Sir/Madam

1. Tenders are hereby invited from suitably qualified consultants conduct a comprehensive functional analysis and job evaluation exercise that will review the organisational structure for the SADC Aviation Safety Organisation (SASO) to ensure its robustness to best support its business strategy, while taking into account significant developments affecting the aviation sector internationally, as well as to address various other important aspects that were not addressed during the development of the current organisational structure.
2. Completed Tender Documents shall be delivered in a sealed envelope to:

**Office of the Executive Director
Interim SADC Aviation Safety Organisation
Fifth Floor, Sibekelo Building
Mhlambanyatsi Road
P.O. Box 7919
Mbabane
Swaziland
Tel: +268 24043851
Email: info@saso.sadc.int**
3. The Consultant must demonstrate a proven record of competence and experience in the development of organisational structures, functional and competency analysis, organizational review and development; job evaluation systems; and human resources management. A Consultant with knowledge of the aviation industry and international organisations will be viewed as having an added advantage.
4. Please be guided by the Terms of reference in this Document in preparing your proposal.
5. Proposals must be submitted by close of business, Swaziland time, on **16th April 2018**.
6. Your proposal must be expressed in English, and valid for a minimum period of 90 days.
7. In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by interim SADC Aviation Safety Organisation (iSASO) Secretariat after the deadline indicated above, for whatever reason, shall not be considered for evaluation.
8. Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of iSASO requirements.

9. The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.
10. Any discrepancy between the unit price and the total price shall be re-computed by iSASO, and the unit price shall prevail whereas the total price shall be corrected. If the Service Provider does not accept the final price based on iSASO's re-computation and correction of errors, its Proposal will be rejected.
11. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by iSASO after it has received the Proposal. At the time of Award of Contract, iSASO reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions
12. Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of iSASO, herein attached as Annex 3.
13. Please be advised that iSASO is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.
14. iSASO practices a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against iSASO, as well as third parties involved in iSASO activities.

Thank you, we look forward to your proposal.

TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The Southern African Development Community (SADC) is a Regional Economic Organisation consisting of sixteen (16) Member States. These states are; Angola, Botswana, Comoros Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia, and Zimbabwe. As of the year 2012, SADC has a population of about 257.7 Million inhabitants and a gross domestic product of US\$471.1 billion. (www.sarpm.net/stakeholders/sadc)

The Aviation sector plays a vital part in contributing to the economies of the SADC Member States. Because Tourism contributes to the movement of people into and out of the SADC Region, and within the SADC Member States, air transport is increasingly becoming the preferred mode of transport.

The SADC Member States have found it imperative to establish a regional organisation responsible for enhancing the safety of civil aviation in the Region. This results from the Member States' lack of technical expertise and the need for technical staff to fulfil safety requirements of the Region.

It is on these grounds that the SADC Aviation Safety Organisation is established. SASO is a support organisation that stands as the engine for regulatory, procedural and training harmonisation.

1.1 ORGANISATIONAL SYNOPSIS

SADC Aviation Safety Organisation is established to exist as a Subsidiarity Organisation within SADC and as a legal entity operating within the Laws of The Kingdom of Swaziland.

This Organisation's mandate is to enhance the safety of civil aviation by complementing, to the extent required, the certification and oversight capabilities of SADC Member States.

1.2 VISION

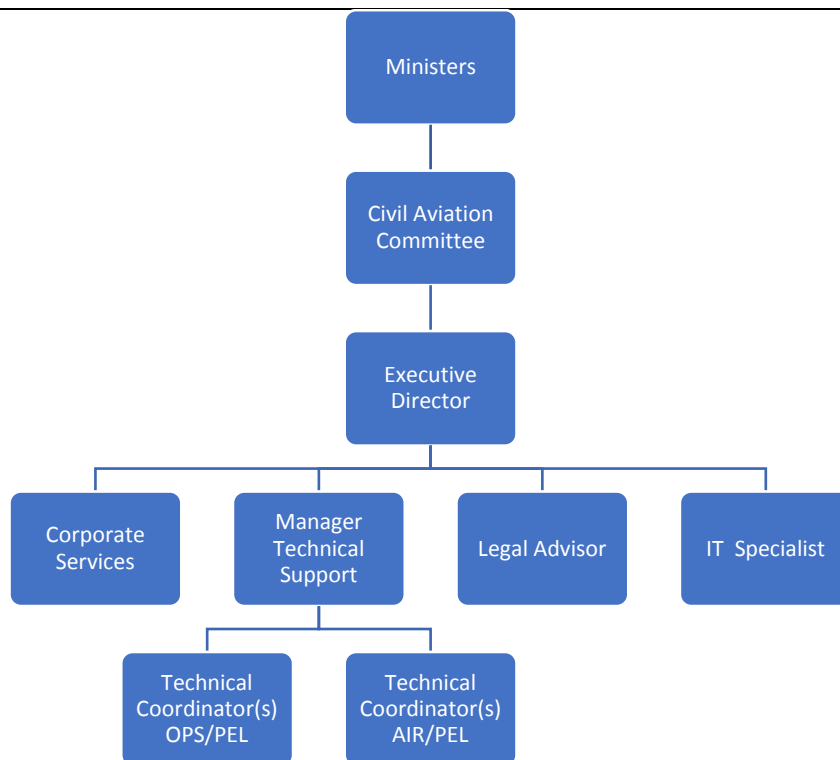
To be the success driver behind SADC's achievement of ICAO Standards and Recommended Practices.

1.3 MISSION STATEMENT

To encourage economic growth in SADC by ensuring that civil aviation safety standards are harmonised and implemented consistently in the Member states through the development of effective oversight systems.

ORGANISATION

ORGANISATIONAL STRUCTURE



1.4 SECRETARIAT

- a) Executive Director
- b) Manager of Technical Support/Training
- c) Manager, Corporate Services
- d) Legal Advisor
- e) Technical Coordinator – OPS/PEL
- f) Technical Coordinator – AIR/PEL
- g) Information Technology Specialist
- h) Secretary/Administrative Assistant
- i) Driver/Messenger
- j) Cleaner/Tea lady

1.5 The Organisation's objectives are aligned with SADC's strategic objectives, which include:

- a) To promote safe and secure transport operations;
- b) To promote integrated transport systems;
- c) To liberalise regional transport markets;
- d) To provide transport services with minimal negative environmental impact, and
- e) To facilitate cross border movements.

1.6 GENERAL ORGANISATIONAL OBJECTIVES:

Objectives as laid out in article 6 of the SASO charter

- a) Promote the safe and efficient use and development of civil aviation within and outside the Member States;
- b) Assist the Member States in meeting their safety oversight obligations and responsibilities under the Convention on international Civil Aviation signed in Chicago on 7 December 1944 and its safety-related Annexes and Documents;
- c) Promote the implementation of industry best practices within the Member States; and
- d) Assist in aircraft accident and incident investigations.

SASO CORE VALUES

- a) Professionalism
- b) Accountability
- c) Transparency
- d) Learning culture
- e) Respect for diversity
- f) Diligence
- g) Just Culture

2. STATEMENT OF REQUIREMENTS**2.1 OBJECTIVES OF THE ASSIGNMENT**

2.1.1 The Interim SADC Aviation Safety Organisation (iSASO) is seeking to engage a competent Consultant who understands organisational structures to conduct a comprehensive functional analysis and job evaluation exercise that will review the organisational structure for the SADC Aviation Safety Organisation (SASO) to ensure its robustness to best support its business strategy, while taking into account significant developments affecting the aviation sector internationally, as well as to address various other important aspects that were not addressed during the development of the current organisational structure.

2.1.2 The Consultant must demonstrate a proven record of competence and experience in the development of organizational structures, functional and competency analysis, organizational review and development; job evaluation systems; and human resources management. A Consultant with knowledge of the aviation industry will be viewed as having an added advantage.

3. SCOPE OF WORK**3.1 Phase I - Inception**

3.1.1 Closely study, inter alia, the SASO Charter, Business Plan and the Organisational Structure to understand the SASO Mandate.

3.1.2 Consult with key stakeholders to gain familiarity with the SASO background and environment.

3.1.3 Submit an inception report articulating, among others, their understanding of the terms of reference and the methodology that would be followed in providing the service.

3.2 Phase II - Functional Analysis

3.2.1 Conduct an inventory of all existing SASO jobs, review their naming/titles and align them to what obtains in the industry.

3.2.2 Analyse jobs in terms of content and context, their descriptions and empirical functions alongside the functions of SASO and take into account technological and industry developments that may affect them as well as best practice in similar organizations.

3.2.3 Carry out a comparative analysis between current practice in SASO and best practice within the civil aviation industry.

3.2.4 Align the job functions with the SASO Business Plan.

3.2.5 Identify, inter alia, the following;

- a) Any duplication and redundancies in the roles and functions as a result, for example, of industry or technological changes like computerisation, automation, etc.

3.2.6 Review of the current organisational structure with the view to address deficiencies.

	3.2.7 Review and develop job descriptions/profiles to accurately reflect the core functions of the jobs.
3.3 Phase III: Job Evaluation and Grading	<p>3.3.1 Conduct job analysis, undertake job evaluations using tested robust job evaluation technique to determine their relative size and rank them in accordance with specified compensable factors.</p> <p>3.3.2 Grade the jobs by placing them into the appropriate proposed grades and or bands on the basis of their determined sizes.</p> <p>3.3.3 Rationalise jobs with the view to normalise gaps in remuneration levels.</p>
3.4 Phase IV (Salary Structure)	<p>3.4.1 The Consultant shall:</p> <ol style="list-style-type: none"> a) Conduct a comparative analysis of SASO remuneration levels with those of regional and international aviation market and recommend appropriate adjustments for SASO remuneration. The packages should be competitive to attract and retain a highly skilled workforce; b) Propose a pay philosophy for SASO and a competitive remuneration structure that will enhance worker output and promote industrial harmony; and c) Assign jobs into bands in the salary structure according to their worth against which positions in the structure will be plotted.

4. DELIVERABLES AND DURATION

The assignment will be conducted at the SASO Secretariat, Mbabane, Swaziland. The assignment will be undertaken in phases. The commencement of the next phase is dependent on completion of each preceding phase. As a result, the contract will not be continued should the requirements of each phase not be completed.

4.1 Inception Report	The Consultant shall produce an inception report within 7 days of signing the Contract. The report shall include a detailed work plan showing activities to be performed on a weekly basis, a detailed timetable outlining the methodology that need to be applied or undertaken and the parties responsible for each activity as well as milestones for the duration of the consultancy.
4.2 Functional Analysis Report	The Consultant will produce a report on the proposed functional structure and deployment structure. The report shall include outputs of all the terms of reference stipulated under Phase II of the consultancy and must fully reflect all the tasks and aspects stated at 3.2.1 to 3.2.4 above. In addition, due regard must be taken towards ensuring corporate efficiency and cost effectiveness, as well as the objectives of the Organisation as specified in 2.0 above.
4.3 Job Evaluation Report	The Consultant shall produce a report containing outputs of all the terms of reference stipulated under Phase III of the consultancy and must fully reflect all the tasks and aspects mentioned at 3.3.1 to 3.3.3 above.
4.4 Salary Structure	The Consultant shall submit a salary structure based on the activities under Phase IV that covers all the jobs in the approved organisation Structure and must fully reflect all the tasks and aspects stated in 3.4.1 above.
4.5 Final Report	4.5.1 The Consultant shall produce the final report that includes all the agreed terms of reference of the consultancy.

	4.5.2 iSASO will review and submit feedback on the draft final report within one week of receiving it after which the Consultant will submit a final report.
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PAYMENT PROGRAMME

OUTPUT	ACTIVITY/ REPORT	PAYMENT
a)	Inception Report	Up to a maximum of 10% of the contract amount on submission, presentation and approval of inception report
b)	Final Functional Analysis Report	Up to a maximum of 20% of the contract amount on submission, presentation and approval of Final Functional Analysis
c)	Job Evaluation Report	Up to a maximum of 30% of the contract amount on submission, presentation and approval of the final Job Evaluation Report and pay philosophy
d)	Salary Structure	Up to a maximum of 20% of the contract amount on submission, presentation and approval of final Salary Structure
e)	Final Report	The remaining balance of 20% of the contract amount on submission, presentation and approval of the Final Report

6. DURATION

The consultancy shall be for a period not exceeding six (6) weeks. The period may be extended, if necessary, on the agreement of the parties to ensure that the purpose of the consultancy is fulfilled.

7. PROJECT DOCUMENTS AND RECORDS

All materials and documents used or produced for the report by the Consultant shall remain the property of SASO and shall be returned within a week of the approval of the Final Report.

8. INFORMATION FOR THE APPLICANT

8.1 PROPOSALS	<p>Proposals to be submitted in two Separate envelopes</p> <p><u>Technical proposal</u> Shall detail the following:</p> <ol style="list-style-type: none"> 1. Company profile demonstrating experience in similar programmes. 2. Similar jobs to the work at hand. 3. A detailed method statement stating the overall approach and proposed programme of implementation. <p>Shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.</p> <p><u>Financial Proposal</u> The Financial Proposal shall list all costs associated with the assignment. The financial proposal must be in a separate envelope.</p>
8.2 Implementation Schedule Indicating Breakdown and Timing of Activities/Sub-Activities	✓ Required
8.3 Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required
8.4 Currency of Proposal	United States Dollars
8.5 Validity Period of Proposals (Counting for the last day of	90 Days

submission of quotes)	
8.6 Partial Quotes	Not Permitted
8.7 Person(s) to review/inspect/ approve outputs/completed services and authorise the disbursement of payment	SASO Job Evaluation and Grading Project Coordinator, iSASO
8.8 Criteria for Contract Award	<ul style="list-style-type: none"> ✓ Highest Combined Score (based on 70% technical offer and 30% price weight distribution) ✓ Full Acceptance of the iSASO Contract General terms and Conditions (GTC). This is a Mandatory criterion regardless of the nature of the services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
8.9 Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <ul style="list-style-type: none"> ✓ Expertise of the Firm [15%] ✓ Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan [30%] ✓ Management Structure and Qualification of key Personnel [25%] <p><u>Financial Proposal 30%</u></p> <ul style="list-style-type: none"> ✓ To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by iSASO.
8.10 Annexes to this RFP	<ol style="list-style-type: none"> 1. Annex 1: Terms of Reference for the SASO Job Evaluation and Grading Exercise 2. Annex 2: Forms for submitting Service Provider Proposal 3. Annex 3: Information Required on Proposal to be Submitted 4. Annex 4: General Terms and Conditions of iSASO (GTC)
8.11 Contact Person for Inquiries	<p>Mr. Omphile Mononga Air Transport Economist Interim SADC Aviation Safety Organisation</p> <p>omphile@saso.sadc.int</p> <p>Any delay in iSASO's response shall be not used as a reason for extending the deadline for submission, unless iSASO determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
8.12 Submission Address	<p>Completed Tender Documents shall be delivered in a sealed envelope to:</p> <p style="text-align: center;">Office of the Executive Director Interim SADC Aviation Safety Organisation Fifth Floor, Sibekelo Building Mhlambanyatsi Road P.O. Box 7919 Mbabane Swaziland Tel: +268 24043851 Email: info@saso.sadc.int</p>

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

This form must be submitted only using the Service Provider’s Official Letterhead/Stationery

Location

Date

To: Address as stated in the Terms of Reference

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [States as per Terms of Reference] in accordance with your Request for Proposal dated [State Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- c) We do not employ, nor anticipate employing, any person who is or was recently employed by Interim SASO.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of iSASO’s Contract for Professional Services.

We agree to abide by this Proposal for [State Period of validity as per Terms of Reference]

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Terms of Reference.

We fully understand and recognize that iSASO is not bound to accept this Proposal, that we shall bear all costs associated with its preparation and submission, and that iSASO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

ANNEX 3

INFORMATION TO BE INCLUDED IN THE PROPOSAL TO BE SUBMITTED

1. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of iSASO by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Track Record – list of clients for similar services in the aviation industry, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*

2. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

3. Qualifications of Key Personnel

As stated in the Terms of Reference, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

4. Cost Breakdown per Deliverable

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		

	Total	100%	
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5. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

GENERAL TERMS AND CONDITIONS OF iSASO**1. Legal Status**

The Contractor engaged by the Interim SASO under this contract is neither a "staff member" under the Staff Regulations of SASO policies and procedures nor an "official" of the iSASO for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by iSASO to travel in order to fulfil the requirements of this contract.

2. Obligations

The Consultant shall complete the assignment according to the Terms of Reference stated in this Contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Consultant must respect the impartiality and independence of iSASO and in connection with this contract must neither seek nor accept instructions from anyone other than the Interim Executive Director of iSASO. During the term of this contract the Consultant must refrain from any conduct that would adversely reflect on iSASO and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of iSASO. The Consultant must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Consultant (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of iSASO relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the SASO Manual on Conditions of Employment. The Interim SASO will avail both the SASO Code of Ethics, and the International Civil Service Standards of Conduct to the Consultant.

3. Non-Disclosure

Unless otherwise authorised by the Interim Executive Director of iSASO, the Consultant must not communicate at any time to the media or to any institution, person, Government or other entity external to iSASO any information that has not been made public and which has become known to the Consultant by reason of his or her association with iSASO. The Consultant may not use such information without the written authorisation of iSASO, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contact.

4. Intellectual Property Rights

SASO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Consultant which bears a direct relation to, or is made in order to perform, this contract. At the request of iSASO, the Consultant shall assist in securing such property rights and transferring them to iSASO in compliance with the requirements of the law governing such rights.

5. Travel

If SASO determines that the Consultant needs to travel in order to perform this contract, that travel shall be specified in the contract and the Consultant's travel costs shall be set out in the contract, on the following basis:

- (a) SASO will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by iSASO on a case-by-case basis.

- (b) SASO will reimburse the Consultant for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes. The daily subsistence allowance will be equivalent to the prevailing United Nations rates at the time and place of assignment.

6. Statement of good health

Before commencing work, the Consultant must deliver to iSASO a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Consultant must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorised; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to iSASO, the Consultant's medical/health insurance covers medical evacuations. The Consultant will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

7. Insurance

The Consultant is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of part 6 above. The Consultant is not eligible to participate in the life or health insurance schemes available to iSASO staff members.

8. Arbitration

(a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

(b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in Mbabane before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the iSASO Legal Advisor. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

9. Payment of Contract Fees

Payment of fees to the Consultant under this contract, including each instalment or periodic payment (if any), is subject to the Consultant's full and complete performance of his or her obligations under this contract with regard to such payment to iSASO's satisfaction, and SASO's certification to that effect. The payment Schedule is elaborated under Terms of Reference Section of this Contract.

10. Termination of Contract

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the SASO office engaging the Consultant) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the SASO office engaging the Consultant) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Consultant (including but not limited to breach by the Consultant of relevant SASO policies, procedures, and administrative instructions), iSASO shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Consultant shall be paid on a pro rata basis determined by iSASO for the actual amount of work performed to iSASO's satisfaction at the time of termination. iSASO will also pay any outstanding reimbursement claims related to travel by the Consultant. Any additional costs incurred by iSASO resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Consultant under this paragraph 10.

11. Grounds for Termination of Contract

For purposes of this Contract, the following shall be grounds for termination of this contract:

- (i) The Consultant commits a crime involving dishonesty, breach of trust, or physical harm to any person;
- (ii) The Consultant wilfully engages in conduct that is in bad faith and materially injurious to the Interim SASO, including but not limited to, misappropriation of information disseminated strictly for the purposes of this exercise, and with regards to Intellectually property Rights section of this Agreement, fraud or embezzlement; and
- (iii) The Consultant commits a material breach of this Agreement, which breach is not cured within twenty days after written notice to the Consultant from the Interim SASO.

12. Taxation

iSASO accepts no liability for any taxes, duty or other contribution payable by the consultant and individual Consultant on payments made under this Contract.