

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN SADC

REFERENCE NUMBER: SADC/3/5/2/62

11th June 2019

1. **The SADC Secretariat** is inviting Individual Consultants to submit their CV and Financial Proposal for the following services:

“RECRUIT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN SADC”

The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

2. **Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:**

- a) *they are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from similar procedures provided for in the national legislation or regulations of the SADC member states;*
- b) *they have not been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) *they have not been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;*
- d) *they have fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) *they have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are not being currently subject to an administrative penalty.*

3. The maximum budget for this contract is **US \$ 20,000.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Your proposal in a sealed envelope clearly marked ““**RECRUIT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN SADC**” should be submitted in our tender box located at the following address:

*Secretary to the Tender Committee
SADC Secretariat
Plot 54385 CBD
Private Bag 0095
Gaborone
Botswana*

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **Friday, 26nd July 2019 at 16:00hrs local time.**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to minimumstandards@sadc.int by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

Category	Maximum Score
Education and training	20
Specific skills	60
General skills	20
Total	100

9. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:
- (i) **PRICES:**
The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.
- (ii) **EVALUATION AND AWARD OF THE CONTRACT:**
Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

An Expression of Interest is considered compliant to the requirements if:

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer (professional fees) within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical score of 70% will be rejected.

(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**

Your Expression of Interest should be valid for a period of 90 days from the date of deadline for submission indicated in Paragraph 6 above.

10. The assignment is expected to commence within two (2) weeks from the signature of the contract.
11. Additional requests for information and clarifications can be made until 7 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Mrs. Pontsho Sepoloane

Telephone: **+2673951605**

Fax: **+2673972848**

E-mail: psepoloane@sadc.int Copy to ggwaza@sadc.int

All responses to requests for clarifications made will be posted on the SADC Secretariat's website at the latest 3 calendar days before the deadline for submission of the proposals.

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

ANNEX 3: **Standard Contract for Individual Consultants**

Sincerely,

Title: *Head of Procurement Unit*

ANNEX 1: TERMS OF REFERENCE

TERMS OF REFERENCE



CONSULTANCY

Terms of Reference

SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICA- TION IN SADC

SADC SOCIAL AND HUMAN DEVELOPMENT DIRECTORATE

1. BACKGROUND

SADC is a regional economic development community comprising 15 Member States in the Southern African and Indian Ocean region. Its overall goal is to promote and achieve equitable and sustainable development, through increased regional integration underpinned by an environment of peace, security and regional stability. The region's development policies and priorities are defined in the Regional Indicative Strategic Development Plan (RISDP), which provides policy and strategic direction towards the attainment of the overall SADC goal

In line with the RISDP there are several sectoral policies and strategies including the SADC Regional Food and Nutrition Security strategy (2015 – 2025) which was approved by SADC Council in 2014. The Food and Nutrition Security Strategy recognizes that micronutrient deficiencies contribute substantially to the global burden of disease. In addition to the more obvious clinical manifestations, micronutrient deficiencies contribute to a wide range of non-specific physiological impairments, leading to reduced resistance to infections, metabolic disorders, and delayed or impaired physical and psychomotor development.

Given the extensive volumes trade especially around consumables in the region, the SADC nutrition technical committee meeting held in July 2017 recommended developing regional minimum standards on micronutrient fortification of cereal flour to provide consumers with equal access to nutritious local and imported food. A first step in this process is to map out the existing legislation in the SADC member states to inform the process of developing the regional minimum standards.

2. OBJECTIVES OF THE CONSULTANCY

The consultancy entails drafting of the regional minimum standards for food fortification.

Following the legislative mapping assignment and guided by the recommendations in phase I, this consultancy will focus on drafting of the minimum standards for food fortification. The consultant will work with an expert technical working group that would constitute of member states and experts/partners in the field of nutrition, standard development. Private sector engagement will also be solicited during the consultancy.

3. Description of Tasks

The consultant will be guided by the various SADC, African Union and international policies, protocols, strategies and master plans, decisions and resolutions on Nutrition and micronutrient deficiency control to accomplish the objectives.

- 3.1. Review recommendations from the mapping assessment and develop the first draft of the regional minimum standards.
- 3.2. Convene a Technical working group workshop to review the draft and solicit inputs.

- 3.3. Convene a sensitization workshop targeting the member states and the private sector to validate the regional minimum standards.
- 3.4. Update the minimum standards based on comments provided during both workshops and share the updated document with the secretariat.

4. Required Outputs and Deliverables

The outputs will be:

- a. An inception report (including the conceptualization, work plan, desk review of relevant documents, initial brief systematic consultations) for the assignment and strategy document outline.
- b. The regional minimum standards for food fortification developed.
- c. A process report for the entire consultancy demonstrating how the terms of reference were addressed.

5. Duration of the Assignment and Timelines

The assignment is expected to be conducted within 8 weeks

Time frame	Consultant's deliverables
Week 2 after signature of the contract	Submits to SADC SHD Unit an inception report including the conceptualization, work plan for the assignment, study report outline and outline for policy brief.
Week 3 after signature of the contract	Review the report of the Phase I mapping exercise and the proposed micronutrient levels for regional standards and consult key stakeholders (TWGs, Standard expert groups)
Week 5: after signature of the contract	Submit the draft regional minimum standards for food fortification to the SADC SHD unit and other stakeholders for review.
Week 7 of the consultancy	Participates and presents the regional minimum standards for food fortification at the regional validation workshop.
Week 8 of the consultancy	Submit the final regional minimum standards for food fortification.

6. Reporting

The consultant shall report to; and perform the assigned tasks under the guidance and direct supervision of the Senior Technical Advisor - Nutrition, SADC SHD Directorate, Botswana. The Senior Technical Advisor - Nutrition will among other things, facilitate the consultant's contacts with key actors and key stakeholders in the region, and facilitate access to relevant documents and information.

7. Expertise Required

Minimum Requirements:

Education: An advanced University Degree in Nutrition, Public Health, Epidemiology, Food sciences, Food chemistry and related fields.

Experience: A minimum of five years of progressively responsible experience in managing nutrition programmes or related field in the context of Southern or Sub-Saharan Africa. He/she must have a good understanding of micronutrient deficiency control and managing large scale fortification programmes. Experience in the development of standards for food fortification. He/she must have a good understanding of development challenges in the SADC region and the private sector engagement.

Languages: He/she must be fluent in English. He/she must possess excellent written and oral communication skills. Knowledge in the other SADC languages – French and Portuguese will be an added advantage.

Other Skills: Computer skills for compilation, analysis and dissemination of data are required. He/she must have good networking skills and ability to speak in public.

He/she must have sound knowledge of the regional institutions in southern Africa.

8. Remuneration

The consultant(s) shall be paid a maximum of **US\$ 20 000 (forty thousand United States Dollars)**, for the entire duration of the assignment in accordance with the following payment schedule:

- a. 15 (**Fifteen**) per cent upon acceptance by SADC of the assignment inception report;
- b. 25 (**Twenty-five**) per cent upon submission and acceptance by SADC of the draft regional minimum standards for food fortification study report;
- c. 25 (**Twenty-five**) per cent upon consolidating comments and presentation of the draft minimum standards after the validation workshops;
- d. 35 (**Thirty-five**) percent upon finalization and submission of all outputs and its acceptance by SADC.

All other logistical costs related to consultant's mobility during consultations and all other related consultancy costs other than the fees will be agreed and paid by SADC Secretariat.

9. Evaluation Criteria

All applications received will be assessed using the following criteria:

Category	Points
Education and Training	20
Specific Skills	60
General Skills	20
Total	100

ANNEX 2: Expression of Interest Forms

The budget set for the consultancy is as follows:.....**Error! Bookmark not defined.**

i) Consultancy Fee for 30days @ 495USD = USD **US \$ 20,000.00**

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A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

REFERENCE NUMBER: NUMBER: SADC/3/5/2/62

“SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN SADC

Gaborone, 27th June 2019

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **“SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN SADC”** accordance with your Request for Expression of Interests number SADC/3/5/2/62 , dated [27th June 2016] for the sum of [*Insert amount(s) in words and figures*¹]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in my CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the SADC Procurement Policy applicable to this Request For Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

- a) *they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;*
- b) *they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) *they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;*
- d) *they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) *they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are being currently subject to an administrative penalty.*

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of documents to prove so.

I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

My proposal is binding upon me for the period indicated in Paragraph 9(iii) of this Request for Expression of Interest.

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[Insert full name]

1. **Family name:** *[insert the name]*
2. **First names:** *[insert the names in full]*
3. **Date of birth:** *[insert the date]*
4. **Nationality:** *[insert the country or countries of citizenship]*
5. **Physical address:** *[insert the physical address]*
6. **Postal address** *[Insert Postal Address]*
7. **Phone:** *[insert the phone and mobile no.]*
8. **E-mail:** *[Insert E-mail address(es)]*
9. **Education:**

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

10. Language skills: (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

11. **Membership of professional bodies:** *[indicate the name of the professional body]*
12. **Other skills:** *[insert the skills]*
13. **Present position:** *[insert the name]*
14. **Years of experience:** *[insert the no]*

15. Key qualifications: (Relevant to the assignment)
[insert the key qualifications]

16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

17. Professional experience:

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:

18.

Other relevant information: (e.g. Publications)

[insert the details]

19. Statement:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above², documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

Date: _____

ATTACHMENTS: 1) *Proof of qualifications indicated at point 9*
2) *Proof of working experience indicated at point 15*

² *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

C. FINANCIAL PROPOSAL
REQUEST FOR SERVICES TITLE: "SHORT TERM CONSULTANCY
FOR THE DEVELOPMENT OF THE MINIMUM STANDARDS ON MI-
CRONUTRIENT FOOD FORTIFICATION IN SADC

REFERENCE NUMBER: SADC/3/5/2/41

N°	Description	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which:		Total			
1	Per diem allowances	Day	N/A		
2	Flights	Trip	N/A		
3	Miscellaneous travel ex-	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including	Lump sum	N/A		
	ii) Health insurance	Lump sum	N/A		
	iii) Third party liability insur-	Lump sum			
	iv) Professional liability in-	Lump sum	N/A		
5	Drafting, reproduction of re-	Lump sum			
6	Office rent	Per month	N/A		
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC /3/5/2/62

“ SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE
MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICA-
TION IN SADC

”

THIS Contract (“Contract”) is made on *[day]* day of the month of *[month]*, *[year]*,
between, **on the one hand,**

The SADC Secretariat (hereinafter called the “Procuring Entity”) with the regis-
tered business in: *Plot 54385 CBD, Private Bag 0095, Gaborone, Botswana*

and, on the other hand,

[Insert the full name of the individual] (Hereinafter called the “Individual
Consultant”), with residence in ***[insert the Individual Consultant’ address,
phone, fax, email]***, citizen of ***[insert the Individual Consultant’s citizenship]***
owner of the ID/Passport Number ***[insert the number]*** issued on ***[insert the date]***
by ***[insert the name of the issuance authority]***,

WHEREAS, the Procuring Entity wishes to have the Individual Consultant per-
form the services hereinafter referred to, and WHEREAS, the Individual Consult-
ant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Définitions

For the purpose of this contract the following definitions shall be used:

- 1.1. **Procuring Entity** means the legally entity, namely **the SADC Secretariat**
who purchase the Services described in Annex 1 to this contract.
- 1.2. **Contract** means the agreement covered by these Terms including the An-
nexes and documents incorporated and/or referred to therein, and attach-
ments thereto.

Contract value means the total price of the Financial Proposal included in the In-
dividual Consultant’s Expression of Interests dated ***[insert the date]*** for the pro-
ject – “SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE
MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN
SADC”

and reflected as such in the Annex 2 of this contract.

Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest -“**SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE MINIMUM STANDARDS ON MICRONUTRIENT FOOD FORTIFICATION IN SADC**”

1.3. Services means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

2. The Services

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall, in the performance of the Services, exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

3. Payment

3.1. The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.

3.2. Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

3.3. Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

4. Status of the Individual Consultant

4.1. For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.

4.2. The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.

4.3. The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.

- 4.4. The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

5. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (s)he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

6. Compliance with this contract

The Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

7. Assignment and Subcontracting

- 7.1. The Individual Consultant shall under no circumstances sub-contract, sub-let, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.
- 7.2. When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

In the event of a breach of any Terms of the Contract, the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period,

the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

9. Liability of the Individual Consultant

- 9.1.** The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 9.2.** In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
 - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3.** At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4.** The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

10. Insurance

- 10.1.** The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 10.2.** The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3.** Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only

if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

- 10.4.** All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 10.5.** The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

11. Copyright

- 11.1.** Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

12. Non Disclosure & Confidentiality

- 12.1.** The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
- 12.2.** If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable

damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

13. Suspension or Termination

13.1. In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

13.2. The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.

13.3. In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

14. No Waiver

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorized officer of the Procuring Entity, shall in any way affect or prejudice the rights of the Procuring Entity or be taken as a waiver of any of these Terms.

15. Variations

Any variation to these terms or the provisions of the Annexes shall be subject to a written Addendum and be signed by duly authorized signatories on behalf of the Individual Consultant and the Procuring Entity respectively.

16. Jurisdiction

This contract shall be governed by, and shall be construed in accordance with Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts in regard to any claim or matter arising under this contract.

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

Signed today ***[insert the date]*** in four (4) originals in the English language by:

For the Procuring Entity	For the Individual Consultant
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Name :		Name :	
Position :			
Place :		Place :	
Date:		Date :	
Signature:		Signature:	

Annex 1: Terms of Reference

[insert the Terms of Reference]

Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars **[insert ceiling amount]**, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.

2. The breakdown of prices is:

N°	Description	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which:		Total			
1	Per diem allowances	Day			
2	Flights	Trip			
3	Miscellaneous travel ex-	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insur-	Lump sum			
	iv) Professional liability in-	Lump sum			
5	Drafting, reproduction of re-	Lump sum			
6	Office rent	Per month			
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

3. The payment shall be made in accordance with the agreed schedule in line with the deliverables

4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.