

REQUEST FOR PROPOSALS
SELECTION OF INDIVIDUAL CONSULTANTS

CONTRACT NUMBER:
SADC/TRF/PROJECT/SBS/01/19

REQUEST FOR SERVICES TITLE:

***REVIEW AND DRAFT
METROLOGY LEGISLATION***



PROCURING ENTITY: *Seychelles Bureau of Standards*

DATE OF ISSUE: 15th May 2019

1. **The Seychelles Bureau of Standards** is inviting Individual Consultants to submit their CV and Financial Proposal for the following services:

“REVIEW AND DRAFT METROLOGY LEGISLATION”

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 Ministry 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 organisation or any other illegal activity detrimental to the Ministry’s financial interests; or*
- f) *they are not being currently subject to an administrative penalty.*

3. The maximum available budget for this contract is **€ 18,000.00 (Eighteen thousand Euros)**. This amount includes the remuneration for consultants (fees) and reimbursable expenses.
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 clearly marked **“SADC/TRF/PROJECT/SBS/01/19 - REVIEW AND DRAFT METROLOGY LEGISLATION”** in a sealed envelope, should be submitted in our tender box located at the following address:

**Secretary to the Tender Committee
MINISTRY OF FINANCE, TRADE, INVESTMENT AND ECONOMIC
PLANNING
Maison Esplanade
Francis Rachel Street**

**ATTENTION: CINDY CHANG-LENG
ADRIAN MONTHY**

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **17th June 2019 at 10:00 am** local time.

Late bids will be rejected

7. Proposal submitted by E-mail **are** acceptable by the stated date and time.

National Tender Board

Email: NTBtenderbox@gov.sc

8. Your CV will be evaluated against the following criteria.

	Criteria	Maximum points allocated
1	Education and Training	20
2	Specific Experience	70
3	General Experience	10
	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 RFP:

(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 evaluated by comparison of their prices.

An Request for Proposal is considered compliant to the requirements if:

- it fulfils the formal requirements (see Paragraphs 2,3,4,5,6,7, 8 and 9 above),
- The financial proposal does not exceed the maximum available budget for the contract.

The award will be made to the applicant who obtained the highest technical score. Expressions of Interest not obtaining a minimum score of 70% will be rejected.

(iii) **VALIDITY OF THE PROPOSALS:**

Your Proposals 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 On 30th June 2019**

11. Additional request for information and clarifications can be request, no later than 5 working days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **Seychelles Bureau of Standards**

Contact person: **Dr. Sreekala Nair** *and* **Cindy Chang-Leng Clair**

Telephone: +248 432136

E-mail: cindy@finance.gov.sc

mltc-sbs@email.sc

Copy to: agiovanni@finance.gov.sc and

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

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

Sincerely,

Name: Cindy Chang-Leng

Title: TRF Project Manager

ANNEX II: TERMS OF REFERENCE

TERMS OF REFERENCE TO REVIEW AND DRAFT METROLOGY LEGISLATION COVERING SCIENTIFIC, INDUSTRIAL AND LEGAL METROLOGY, TO DRAFT METROLOGY REGULATIONS AND TO FACILITATE SENSITIZATION OF STAKEHOLDERS ON THE METROLOGY LEGISLATION AND REGULATIONS

1. BACKGROUND INFORMATION

1.1 BACKGROUND

The Seychelles Bureau of Standards (SBS) is the National Standards Body established in 1987 under the Seychelles Bureau of Standards Act. The principal mission of SBS is to provide national and international capabilities in the areas of Standardisation, Metrology and Conformity Assessment services to enhance the country's socio economic development.

The functions of the SBS include:

- develop , declare and promote Seychelles Standards for products, processes and practices that are needed for use in all sectors of the economy, and also for the protection of the environment;
- to develop capabilities and maintain facilities for the provision of inspection and testing services for determining conformance to standards and regulatory requirements;
- to maintain national physical standards which are necessary to provide traceability in measurements;
- to provide scientific and industrial metrology services for the calibration of instruments to ensure accuracy in measurement;
- to provide legal metrology services for the inspection, verification and approval of weighing and measuring instruments that are used in trade and commerce;
- to provide system certification services;
- to prepare, implement and execute programmes in the areas of industry, science and technology;
- to maintain a national information centre on matters of standardization, industry, science and technology.

In the last thirty seven years since the enactment of the Weights and Measures Legislation, the practices and requirements in terms of measurement and trade in the country has seen drastic changes. The current Legislation is solely focused on trade instruments and leaves glaring gaps in the areas of control of pre-packages, health, safety, environment etc. It also poses significant barrier to trade as it is not in line with regional and international standards and practices. One particular area of concern is the verification of weighing instruments as this is not being carried out according to the International Organisation of Legal Metrology (OIML) standards and the country uses its own limits of permissible errors as defined in the country's Weights and Measures Legislation.

This project will ensure that the country has a Weights and Measures Legislation that is in line with regional and international requirements and best practices and facilitates trade with our regional and international partners. It will also benefit local consumers and businesses in terms of fair trading, health and safety.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

Overall objective

The overall objective of the project is as follows:

To enact and implement up to date Metrology Legislations and Regulations, in conformity with international law and practice.

Purpose

The purposes of this contract are as follows:

- I. To review and draft Metrology Legislation and to harmonise it to modern Metrology practices in the region/international as the present Metrology Legislation is not in line with modern Metrology practices.
- II. To develop Regulations for Metrology to implement the new Metrology law.
- III. To sensitise on the new laws and its requirements.

Results to be achieved by the Contractor

Result 1 – Reviewed and updated Metrology Legislation and Regulations covering Scientific, Industrial and Legal Metrology which are harmonised to modern metrology practices in the region and international markets.

Result 2 – Sensitization programmes conducted, documentation developed and facilitated consultation with stakeholders regarding the provisions of new Metrology Legislations.

Result 3 – Organised National Consultative Workshops on the draft and new Metrology Legislation and Regulations.

3. SCOPE OF THE WORK

3.1 Specific work

The scope of the work includes but not limited to the following:

- Identify all stakeholders and Government departments/agencies that have a stake for review of the Metrology Legislation.
- Analyse and review the current Metrology Legislation to identify gaps and align the national legislation to the International Metrology best practices.
- Organise and facilitate national consultative workshop and consult the SBS and other stakeholders on the changes to be undertaken.
- Advise the Seychelles Bureau of Standards on the findings of the review and consultation.
- Draft the Metrology Legislation and Regulations covering Scientific, Industrial and Legal Metrology which are harmonised to modern Metrology practices in the regional and international practices.
- Advise the Seychelles Bureau of Standards and the stakeholders regarding provisions of new Metrology Legislation.
- Organise and facilitate validation and sensitization workshops for stakeholders.
- Undertake any changes to be made to the Metrology Legislation and Regulations after the validation/sensitization workshop.

- Assist Seychelles Bureau of Standards with necessary amendments following legislative review process.

3.2 Project management

3.2.1 Responsible body

The Principal Secretary of Trade, as the Contracting Authority, shall be responsible for authorising and signing the contracts

The Accounting Officer and the TRF Focal Point will be responsible for authorizing all payments under this contract.

Seychelles Bureau of Standards (SBS) under the Ministry of Industry, Entrepreneurship Development and Business Innovation is responsible for managing the implementation of the contract in collaboration with the Project Manager of the Project Management Unit (PMU). The SBS will be responsible for receiving and accepting deliverables under this contract and the consultant will report directly to the SBS.

3.2.2 Management structure

The SBS staff/team which will coordinate the services will be composed of the following members:

Logistics and Management: Mrs. Sreekala Nair and Mr Andy Ally

Technical Implementation: Mr. Herve Richmond

The Project Management Unit, Ministry of Finance, Trade and Economic Planning is comprised of:

Project Manager: Mrs. Cindy Chan Leng Clair

Accounting Officer: Ms. Cillia Mangroo

The National Technical Committee on SPS & TBT is headed by the:

Chairperson: Mr. Randy Stravens

Vice Chairperson: Mrs. Sreekala Nair

The National Steering Committee is chaired by Ms. Cillia Mangroo, Principal Secretary for Trade

3.2.3 Facilities to be provided by the Contracting Authority and/or other parties

Seychelles Bureau of Standards will provide the consultant with appropriate office accommodation with office desk and access to relevant office equipment such as printer, photocopier and internet. Transport will be provided during the course of the assignment. SBS driver will pick up the consultant from their hotel to SBS, SBS to hotel, to places where stakeholders meetings and validation workshop are held.

4. LOGISTICS AND TIMING

4.1 Location

The contract will be implemented at the SBS

4.1.2 Start date & period of implementation

The intended start date is 30th June 2019 and the period of implementation of the contract will be 24 weeks from this date.

5. REQUIREMENTS

5.1 Staff

5.2 Key experts

A consultant who is an expert in the area of legal, scientific and industrial metrology is required to outline the work under the clause 3.1. The consultant should be an expert with extensive knowledge and work experience in the field of Legal/Scientific/ Industrial Metrology or all. The consultant shall report to the Project Manager appointed to oversee the project. Consultant is responsible for coordinating all outputs of the assignment and producing the Metrology Legislation and Regulations.

It is the responsibility of the consultant to demonstrate his capability to undertake such work and his experience in the field. Consultant should be expert in Legal/Scientific and Industrial Metrology. Consultant must be independent and free from conflicts of interest in the responsibilities he take on.

Consultant must demonstrate the following capabilities and must have relevant educational qualification relating to their area of work.

- Proven capacity to review and analyse Metrology Legislation and practices.
- Proven capacity to develop Metrology Legislation and Regulations covering Scientific, Industrial and Legal Metrology which are harmonised to modern Metrology practices in the regional and international practices.
- Proven capacity to organise and facilitate consultative/validation workshops.
- Experience in similar assignments in other countries.
- Ability to write clear and quality reports in a practical manner.
- Proven ability to deliver quality consulting services to international standards.

Specific requirements for expert is:

Metrology

An expert with more than 10 years' experience who has held a senior position in Metrology field. Expert must have knowledge and experience working in the field of Metrology. He must be an expert in Legal, Scientific or Industrial Metrology. The expert must have extensive knowledge and experience in regional and International Metrology practices and Legislation. Qualification in the area of Metrology will be an added advantage.

Key expert 1: Team Leader and Expert in Legal/Scientific /Industrial Metrology or all Three

The team leader will report to the Project Manager appointed to oversee the project. Responsible for coordinating and producing all outputs of the assignment which mainly includes the Metrology Legislation and Regulations. Also responsible for all outputs under the area of Legal / Scientific / Industrial Metrology he / she is an expert.

Education and Training

Master's degree in relevant field or relevant professional experience in the field of Metrology (Legal / Scientific / Industrial or all three) for at least 10 years above the general and specific professional experience required below.

General Professional Experience and Skills

- At least 10 years' experience in the implementation of Metrology related projects especially drafting Metrology Legislation and Regulations.
- Good knowledge on regional and international practices in Metrology.
- Fluent in spoken and written English.
- Computer proficiency with commonly used packages like MS Word, Excel and Power Point.

Specific Professional Experience

- At least five years' experience as a Team Leader in implementing Metrology related projects especially in drafting Metrology Legislation and Regulations
- Good knowledge in the Metrology field (Legal / Scientific / Industrial or all three)
- At least 2 years' experience working in the SADC region or in the international level in the area of Metrology
- Experience in reviewing Metrology Legislation and Identifying gaps
- Demonstrated work experience in the implementation of projects
- Experience in organising/facilitating consultative workshops/validation workshops
- Experience in the monitoring and evaluation of projects to draft Metrology Legislation and Regulations
- Work experience with EU/SADC projects in same or similar areas would be an added advantage.

5.3 Support staff & backstopping

Backstopping and support staff costs, if any, must be included in the fee rates.

5.4 Office accommodation

Office accommodation of a reasonable standard for each expert working on the contract is to be provided by the SBS.

5.5 Facilities to be provided by the Contractor

The SBS will provide the contractor access to the internet.

6. REPORTS

6.1 REPORTING REQUIREMENTS

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of expert above, the Contractor shall provide the following reports:

Name of report	Content	Time of submission
Inception Report	Analysis of existing situation and work plan for the project	No later than 2 weeks after the start of implementation

Draft Final Report	Short description of achievements including problems encountered and recommendations.	No later than 2 months before the end of the implementation period.
Final Report	Description of achievements including problems encountered and recommendations; a final invoice	Within 5 working days of receiving comments on the draft final report from the Project Manager identified in the contract.

6.2 Submission & approval of reports

Copies of the reports referred to above must be submitted to the Chief Executive of the SBS and the Project Manager of the PMU identified in the contract. The reports must be written in English. The Project Manager is responsible for approving the reports. The contractor shall submit one (1) soft copy and five (5) neatly bound hard copies of the above reports in English.

7. Evaluation Criteria

The following evaluation criteria will be used to assess the applications. An Application that scores above 70% will be considered technically responsive.

Category	Points
Education and Training	20
Specific Experience	70
General Skills	10
Total	100

Award criteria: Quality (*i.e.*: The award will be made to the applicant who obtained the highest technical score and is within budget. Expressions of Interest not obtaining a minimum score of 70% will be rejected.)

8. BUDGET

The available budget for this contract is Euro 18,000.00¹. There is no budget for reimbursable expenses.

* * *

¹ The available budget is not to be included in the bidding document; It is only for the reference of the contracting authority and the project management unit.

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: SADC/TRF/PROJECT/SBS/01/19

REQUEST FOR SERVICES TITLE: REVIEW AND DRAFT METROLOGY LEGISLATION COVERING SCIENTIFIC, INDUSTRIAL AND LEGAL METROLOGY, TO DRAFT METROLOGY REGULATIONS AND TO FACILITATE SENSITIZATION OF STAKEHOLDERS ON THE METROLOGY LEGISLATION AND REGULATIONS

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for **the REVIEW AND DRAFT METROLOGY LEGISLATION COVERING SCIENTIFIC, INDUSTRIAL AND LEGAL METROLOGY, TO DRAFT METROLOGY REGULATIONS AND TO FACILITATE SENSITIZATION OF STAKEHOLDERS ON THE METROLOGY LEGISLATION AND REGULATIONS** in accordance with your Request for Expression of Interest number **SADC/TRF/PROJECT/SBS/01/19** dated **15th March 2019** for the sum of [*Insert amount(s) in words and figures*¹¹]. 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 organisation 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 Ministry of Trade'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**
7. **Phone:** *[Insert Postal Address]*
8. **E-mail:** *[insert the phone and mobile no.]*
[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:
<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:	<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>Name and title of the reference person from the company:</i>		
.....
<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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the Ministry'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 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the Ministry of Trade 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

¹ *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

REFERENCE NUMBER: SEYCHELLES/SADC-TRF/03/2018 **REQUEST FOR SERVICES TITLE:** DEVELOPMENT OF NEW REGULATIONS FOR THE FOOD ACT AND SUPPORT TO THE PUBLIC HEALTH AUTHORITY IN PUBLICITY CAMPAIGN AND SENSITISATION OF STAKE HOLDERS ON THE NEW REGULATION

N°	Description ¹	Unit ²	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 ³	Trip	N/A		
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum	N/A		
	ii) Health insurance	Lump sum	N/A		
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum	N/A		
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month	N/A		
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees)					

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

¹ Delete items that are not applicable or add other items as the case may be.

² Indicate unit cost..

³ Indicate route of each flight, and if the trip is one- or two-ways

⁴ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/TRF/PROJECT/SBS/01/19

REQUEST FOR SERVICES TITLE: REVIEW AND DRAFT METROLOGY LEGISLATION COVERING SCIENTIFIC, INDUSTRIAL AND LEGAL METROLOGY, TO DRAFT METROLOGY REGULATIONS AND TO FACILITATE SENSITIZATION OF STAKEHOLDERS ON THE METROLOGY LEGISLATION AND REGULATIONS

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

The Seychelles Bureau of Standards (hereinafter called the "Procuring Entity") with the registered business in: *SEYCHELLES*

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 perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely the **Seychelles Bureau of Standards** who purchase the Services described in **Annex 1** to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

Contract value means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated ***[insert the date]*** for the project **"SADC/TRF/PROJECT/SBS/01/19-REQUEST FOR SERVICES TITLE: REVIEW AND DRAFT METROLOGY LEGISLATION COVERING SCIENTIFIC, INDUSTRIAL AND LEGAL METROLOGY, TO DRAFT METROLOGY REGULATIONS AND TO FACILITATE SENSITIZATION OF STAKEHOLDERS ON THE METROLOGY LEGISLATION AND REGULATIONS"**

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

“SADC/TRF/PROJECT/SBS/01/19-REQUEST FOR SERVICES TITLE: REVIEW AND DRAFT METROLOGY LEGISLATION COVERING SCIENTIFIC, INDUSTRIAL AND LEGAL METROLOGY, TO DRAFT METROLOGY REGULATIONS AND TO FACILITATE SENSITIZATION OF STAKEHOLDERS ON THE METROLOGY LEGISLATION AND REGULATIONS”

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 Euros 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 2** 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, sublet, 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 SEYCHELLES law and each party agrees to submit to the exclusive jurisdiction of the SEYCHELLES 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	
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 Euros ***[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 ¹	Unit	No. of Units	Unit Cost ² (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month			
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees)					

¹ Delete items that are not applicable or add other items as the case may be.

² Indicate route of each flight, and if the trip is one- or two-ways.

³ Indicate unit cost.

⁴ Provide clear description of what is their exact nature

3. The payment shall be made in accordance with the following schedule:

30% of the contract Value – Upon Reviewed and updated Metrology Legislation and Regulations covering Scientific, Industrial and Legal Metrology which are harmonised to modern metrology practices in the region and international markets.

30% of the contract value – Upon Sensitization programmes conducted, documentation developed and facilitated consultation with stakeholders regarding the provisions of new Metrology Legislations.

40% of the contract value – Upon Organised National Consultative Workshops on the draft and presentation of new Metrology Legislation and Regulations.

4. **Payment Conditions:** Payment shall be made in Euros 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.