



## **REQUEST FOR EXPRESSION OF INTEREST**

### **SELECTION OF INDIVIDUAL CONSULTANT**

**CONSULTANCY TO CONDUCT A SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**

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**REFERENCE NUMBER: SADC/IDT-CENTERS OF EXCELLENCE/01/2019**

## MARCH 2019

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

**“CONSULTANCY TO CONDUCT A SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION”**

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 organisation 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 \$ **US\$10,000.00 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 “**REFERENCE NUMBER: SADC/IDT-CENTERS OF EXCELLENCE/01/2019 CONSULTANCY TO CONDUCT A SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**”

” **should** be submitted in the 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: **Monday, 18<sup>th</sup> March 2019 at 16:30hours local time**

7. Proposals submitted by E-mail **are** acceptable and should be submitted to [amorgan@sadc.int](mailto:amorgan@sadc.int) by the deadline in Para 6 above

**Late bids will be rejected**

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

<b>Category</b>	<b>Points</b>
<b>Education and Training</b>	<b>20</b>
<b>Specific Skills</b>	<b>70</b>
<b>General Skills</b>	<b>10</b>
<b>Total</b>	<b>100</b>

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, 7, 8 and 9 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 10 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Ms Anneline Morgan

Telephone: **+267 364 1989 / 3951863**

Fax: **3972848**

E-mail: [amorgan@sadc.int](mailto:amorgan@sadc.int) **Copy to** [ggwaza@sadc.int](mailto:ggwaza@sadc.int)

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website at the latest 7 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,**

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**Name:** *Gift Mike Gwaza*

**Title:** *Head of Procurement Unit*

## ANNEX 1: TERMS OF REFERENCE



# Terms for Reference

## **Terms of Reference for a consultancy to conduct a scoping and mapping exercise to identify and recommend potential regional Industrial Centres of Excellence and Centres of Specialisation**

### **1. Background**

- 1.1 The main purpose of the Southern African Development Community (SADC) is to improve economic growth and development, alleviate poverty, enhance the quality of life of the people of the Region, support its socially disadvantaged areas through productive systems, deeper cooperation and integration so that the region emerges as a competitive and effective player in international trade and world economy. In seeking to meet both its social and economic aspirations, SADC recognises the important role and contribution of education and skills development and science, technology and innovation (STI) to advance and facilitate industrial development, competitiveness, regional integration and cooperation. Thus the promotion and investment of education and skills development and science, technology and innovation is one of the broad strategic objectives of the SADC regional integration and cooperation agenda.
- 1.2 SADC programmes are guided by the following policy frameworks, the SADC Treaty of 1992 which recognises the importance of the development of human resources and development, transfer and mastery of technology; various Sector Protocols; the Revised Regional Indicative Strategic Development Plan (RISDP) (2015-2020). In August 2014, the SADC Heads of States recognising the need for leveraging the region's abundant and diverse resources agreed that industrialisation takes centre stage in SADC's regional integration agenda. This led to the development and approval of the SADC Industrialization Strategy and Roadmap (2015-2063) which was approved at the Extra-Ordinary Summit in Harare, Zimbabwe in April 2015, which

has the intention of transforming SADC Member States economies, to enhance economic growth, and thus create the much needed jobs to eradicate poverty. The Strategy recognises the importance of technological and economic transformation of the region through industrialization, modernisation, skills development, science and technology, financial strengthening and deeper regional integration.<sup>1</sup> Human capital development in particular skills development has been identified as one of the important enabling factors for Industrialisation.

- 1.3 The most binding constraint to the development of the region is inadequate professionally and technically qualified and experienced personnel and the lack of adequate scientific and technological base. One of the strategies to address this constraint identified is the establishment of Centres of Specialisation and Excellence as per the Protocol on Education and Training of (1997) and Science, Technology and Innovation of (2008). According to Protocol on Education and Training of 1997 a Centre of Specialisation is for regional training institutions to offer education and training programmes in critical and specialised areas and thereby increase the stock of trained personnel relevant in the region. The Protocol on Education and Training further states in Article 8 B that “Member States in consultation with universities and research institutes, agree to establish Centre of Excellence in critical areas of research in order to maximise the use of scarce resources and expensive research facilities”.<sup>2</sup> According to the Protocol on Science, Technology and Innovation defines a Centre of Excellence as an “institution which has demonstrated a high quality of research and development capability in a specific science, technology and innovation (STI) field”.<sup>3</sup>

Currently in the region, there are many institutions which have been designated as regional Centres of Specialisation and Centres of Excellence by various bodies working in the region. However, there is no common regional framework for the functions and operations of these centres to ensure maximum utilization by the region in its development agenda. In addition, there is no clear monitoring, evaluation and reporting framework and tool in place. In this regard in 2018 the SADC Council of Ministers approved the Regional Framework and Guidelines for establishment of regional Centres of Excellence and Centres of Specialisation.

- 1.4 There are different types and forms of Centres of Excellence (COE) and Centres of Specialisation (COS) that exist at a national, regional, continental and international level. The National Research Foundation, South Africa defines a Centre of Excellence as “physical or virtual entities of research which concentrate existing capacity and resources to enable researchers to collaborate across disciplines and

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<sup>1</sup> SADC Industrialization Strategy and Road Map ( 2015-2063), April 2015

<sup>2</sup> Protocol on Education and Training of 1997

<sup>3</sup> Protocol on Science, Technology and Innovation of 2008

institutions on long term projects that are locally relevant and internationally competitive in order to enhance the pursuit of research excellence and capacity development”.<sup>1</sup> The National Research Foundation, South Africa identifies the following key areas as performance areas for COE:

- Research/knowledge production;
- Education and Training;
- Information brokerage;
- Networking; and
- Service rendering.

1.5 At a continental level the African Union through its technical implementing institutions such as NEPAD support the establishment of COE and networks to implement the programme of African Union and NEPAD. The United Nations Education, Scientific and Cultural Organization (UNESCO) also has a number of international/global centres of excellence in various areas such as water, where professionals are trained at M.Sc. and Ph.D level and the centres also provide policy and advisory services worldwide on issues of water.

1.6 According to the approved SADC Framework and Guidelines on establishment of regional Centres of Excellence and Centres of Specialisation, the Centres will occupy a niche area of strategic importance determined by the long term vision of SADC for the development of the region and all its member states.<sup>2</sup> The SADC Industrialization Strategy and Roadmap (2015-2063) seeks to substantially transform the industrial structure in the region, improve export performance, increase employment and increase economic growth in the region through promotion of appropriate technologies and production of more diversified, higher value goods and services. The Strategy identifies key strategic sectors such as mining, manufacturing, agro processing, pharmaceuticals, mining, capital goods, services, energy storage, ICT for regional value chain development. The aim of the regional industrial Centres of Excellence and Centres of Specialisation will be to build competencies in research, development and innovation, technology development and transfer, capacity building, patent production, knowledge generation for support of industrial development in the region and to position SADC as a preferred destination for investment and to be a competitor in the world economy.

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<sup>1</sup> DST-NRF Centres of Excellence 10 Years of Research Excellence 2004-2014

<sup>2</sup> SADC Regional Framework and Guidelines for establishment of Centres of Excellence and Centres of Specialisation , approved by SADC Council in August 2018

## 2. Objectives of the Assignment

The objective of the assignment is to conduct a scoping and mapping exercise to identify and recommend potential regional industrial Centres of Excellence and Centres of Specialisation in the priority value chains as stipulated in the SADC Industrialisation Strategy and Roadmap (2015-2063).

## 3. Scope of the Assignment

In order to deliver on the above objective, the assignment will consist of the following tasks:

- (i) Conduct regional scoping exercise on existing centres of excellence and centre of specialisation at national, and regional levels;
- (ii) Provide inventory of existing centres of excellence and centres of specialisation in the region;
- (iii) Provide information on continental and international/global centres of excellence and centres of specialisation with regards to their focus, functions, programmes, funding and sustainability model/framework;
- (iv) Undertake literature review and provide analysis of good and best practices of centres of excellence and centres of specialisation at national, regional, continental and international level;
- (v) Identify common challenges that impede the successful functioning and operations of centres of excellence and centres of specialisation; and
- (vi) Provide a report with recommended potential regional industrial centres of excellence and centres of specialisation in the priority value chains for industrial development. The report to include the existing infrastructure, technical expertise, capacity building programme in terms of PhD and MSc support, areas of focus in research, innovation and technology, number of registered patents, funding model, private and industry linkages and partnerships, products produced for commercial use and export. This must also include outline of the value chain processes in the respective sector and strengths, opportunities, weaknesses and threats to leverage the Fourth Industrial Revolution technologies and platforms.

#### **4. Description of Tasks**

In order to perform the above tasks the consultant shall:

- 4.1 Undertake extensive desktop study collecting data and information and including electronic communication with Member States involving e-mails, internet searches but not limited to the national institutions; Authorities and Bodies in the SADC region, but also as well other organisations, regional, continentally and internationally dealing with centres of excellence and centres of specialisation.
- 4.2 Prepare and present the literature review report and draft Report on potential regional industrial Centres of Excellence and Centres of Specialisation to experts meeting of member states for comments and inputs. Prepare Final Report with inputs and comments from the meeting.

#### **4.3 Expected Outputs/Deliverables:**

The main outputs and deliverables will be:

- i. Inception Report , including the conceptualization, work plan/Gant Chart and methodology to be used to undertake the assignment (including budget breakdown); and
- ii. Literature Review Report including inventory of existing COE and COS at national and regional level and draft Report on potential regional industrial COE and COS.

#### **5. Duration of the Assignment and Timelines**

The assignment is a 30 person days that will be spread over a two month period from mid March 2019 to 31 May 2019. The assignment is expected to be completed within two months of commencement of work. The Indicative Timeframe is as follows:

- i. Start date of consultancy: Mid March 2019;
- ii. Submission of Inception report to SADC Industrial Development and Trade Directorate within 5 days after receipt of the award letter in March/April 2019;
- iii. Submission of literature review including inventory of existing COE and COS at national and regional level and draft Report on potential regional industrial COE and COS by April 2019;
- iv. Presentation of draft Report to regional validation workshop of Member States and experts May 2019; and
- v. Submission of updated draft Report by end May 2019.

**6. Logistics and approach:** The SADC Secretariat will:

- i) provide documentation to the consultant relevant to the assignment such as SADC legal instruments; protocols; policies; and strategies; frameworks; reports on similar studies in the region; and
- ii) provide contacts for Member States and other regional, continental and international stakeholders where necessary.

**7. Reporting and Management Arrangements**

7.1 The consultant shall report and perform the assigned tasks under the guidance, supervision and report to the Director for Industrial Development and Trade through the Senior Programme Officer: Science, Technology.

7.2 The consultancy will be expected to work from their own offices using own facilities and have access to necessary resources to carry out the assignment such as computers, internet and telephone access.

**8. Expertise Required**

8.1 Education and Training

A post graduate degree at M.Sc (Doctoral level added advantage) in Industrial Policy, Economics or Science, Technology and Innovation Policy; or any related social science discipline or field.

8.2 Specific Experience/Skills

Must have a minimum of 10 years relevant working experience in the environments of industrial policy, or science, technology and innovation (STI). Must have good understanding of regional, continental and international policy frameworks related to industrial development, science, technology and innovation and higher education and research. Must have traceable evidence of similar assignments and knowledge of the SADC regional agenda.

8.3 General Skills

Minimum of seven years general working experience in the area of industrial policy, engineering and STI or related field. Must have good networking skills, public speaking, excellent written and oral skills and computer literate.

## 9. Budget

The budget for the assignment is US\$ 10,000 (inclusive of travel costs for site visits to selected member states).

The payment schedule will be as follows:

- i. 40% upon submission of Inception Report;
- ii. 50% upon submission of draft Literature Review Report, Inventory and draft Report on potential and recommended regional industrial COE and COS and;  
and
- iii. 10% Final draft Inventory and draft Report on potential and recommended regional industrial COE and COS.

## 10. Evaluation Criteria

The following evaluation criteria will be used to assess the proposal. A Proposal that scores above 70% will be accepted.

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

## ANNEX 2: Expression of Interest Forms

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

### REFERENCE NUMBER: SADC/IDT-CENTERS OF EXCELLENCE/01/2019 CONSULTANCY TO CONDUCT A SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION

Gaborone, 05<sup>th</sup> March 2019

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**SCOPING AND MAPPING EXERCISE – INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**” in accordance with your Request for Expression of Interests number **SADC/IDT-CENTERS OF EXCELLENCE/01/2019**, dated 11<sup>th</sup> March 2019 for the sum of US\$10,000.00 [Ten Thousand Dollars Only]. 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* 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.*

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: \_\_\_\_\_

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**B. CURRICULUM VITAE**  
*[insert full name]*

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- 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>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b>	<i>[indicate the exact name and title and if it was a</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

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

**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 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 above<sup>1</sup>, 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**

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<sup>1</sup> *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: SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**

**REFERENCE NUMBER: SADC/IDT-CENTERS OF EXCELLENCE/01/2019**

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Unit<sup>2</sup></b>	<b>No. of Units</b>	<b>Unit Cost (in US\$)</b>	<b>Total (in US\$)</b>
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<b>Total</b>			
1	Per diem allowances	Day	N/A		
2	Flights <sup>3</sup>	Trip	N/A		
3	Miscellaneous travel expenses <sup>4</sup>	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 <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

Signature [*In full and initials*]: \_\_\_\_\_

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

<sup>2</sup> Indicate unit cost..

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

<sup>4</sup> Provide clear description of what is their exact nature

Name and Title of Signatory: \_\_\_\_\_

**ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS**

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

**REFERENCE NUMBER: SADC/IDT-CENTERS OF EXCELLENCE/01/2019 - : SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**

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 registered 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 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 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 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/IDT-CENTERS OF EXCELLENCE/01/2019 - SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**

**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  
**REFERENCE NUMBER: SADC/IDT-CENTERS OF EXCELLENCE/01/2019: SCOPING AND MAPPING EXERCISE TO IDENTIFY AND RECOMMEND POTENTIAL REGIONAL INDUSTRIAL CENTERS OF EXCELLENCE AND CENTERS OF SPECIALISATION**

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, 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-licenses 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 license 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:

<b>For the Procuring Entity</b>		<b>For the Individual Consultant</b>	
<b>Name :</b>		<b>Name :</b>	
<b>Position :</b>			
<b>Place :</b>		<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	
<b>Signature:</b>		<b>Signature:</b>	

## **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 <sup>1</sup>	Unit	No. of Units	Unit Cost <sup>2</sup> (in US\$)	Total (in US\$)
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<b>Total</b>			
1	Per diem allowances	Day			
2	Flights <sup>3</sup>	Trip			
3	Miscellaneous travel expenses <sup>4</sup>	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 <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

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

<sup>3</sup> Indicate unit cost.

<sup>4</sup> Provide clear description of what is their exact nature

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.