

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

**REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND
MODERNISATION PLAN (IUMP) IN THE SADC REGION**

REFERENCE NUMBER: SADC/3/5/2/16 Vol 1

OCTOBER 2018

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

“Review of the implementation of the Industrial Upgrading and Modernisation Plan (IUMP) in the SADC region”

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\$ 78,000 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/3/5/2/16 VOL 1**”**“REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND MODERNISATION PLAN (IUMP) IN THE SADC REGION”** should be submitted in our tender box located at the following address:

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

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **Wednesday, 21st November 2018 at 16:00hrs local time.**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to **iumpidt@sadc.int** by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

Category	Points
Qualification in Education	20
Specific Skills	70
General Skills	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 REOI:

- (i) **PRICES:**
The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.
- (ii) **EVALUATION AND AWARD OF THE CONTRACT:**
Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

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

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

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

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

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

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

The Procuring entity: **SADC Secretariat**

Contact person: Dr. Johansein Rutaihwa

Telephone: **+267 364 1769**

Fax: **3972848**

E-mail: jrutaihwa@sadc.int **Copy to 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,

Name: *Gift Mike Gwaza*

Title: *Head of Procurement Unit*

ANNEX 1: TERMS OF REFERENCE

Review of the implementation of the Industrial Upgrading and Modernisation Plan (IUMP) in the SADC region

1. BACKGROUND

The Industrial Upgrading and Modernization Programme (IUMP) was developed by the United Nations Industrial Development Organisation (UNIDO). It has been rolled out to several Low and Middle Income Countries mainly in Africa and Eastern Europe. The programme aims to contribute to economic growth and facilitate regional integration of developing countries and economies in transition by increasing the capacities of local industries for value added generation, economic diversification, exports and employment creation. The IUMP is premised on the fact that successful industrial development is driven by a multiplicity of factors which must be tackled concurrently. Therefore, the Programme provides an integrated approach that encompasses promoting competitiveness and diversification of manufacturing sectors along with improving regulatory frameworks and the business environment, and reinforcing institutional capacities of technical and business support infrastructure. Typically, the IUMP is developed through an interactive process between UNIDO and national authorities. Upon completion Governments are expected to secure funding for implementation while UNIDO continues to provide the necessary technical assistance and capacity building.

The Southern African Development Community (SADC) comprises 16 Member States¹, most of which are at a low level of industrial development. SADC Statistics indicate that the contribution of manufacturing value added to GDP in the region is in decline and stood at 11.1% in 2016. Industrial development is a key pillar of SADC's regional integration agenda alongside competitiveness and market integration. The Regional Indicative Strategic Development Plan (RISDP), developed and approved by Summit in 2003 for an initial 15-year period, has as one of its main goals to enhance SADC competitiveness in industrial, mining and other productive activities for effective participation in the global economy. As a means of operationalizing this goal, the SADC Council of Ministers of Trade and Industry (CMT) adopted the SADC IUMP in 2009. It identified nine (9) strategic sectors for upgrading and modernisation interventions, including agro-food processing; processing/beneficiation of minerals; chemicals and pharmaceuticals; textiles and garments; leather and leather products; forestry; fisheries, machinery and equipment; and services. SADC Member States were encouraged to use the IUMP as a basis to develop and implement their national upgrading and modernisation programmes. The revised SADC RISDP (2015-2020) re-affirmed the implementation of the IUMP as one of the strategies to enhance the competitiveness of existing industrial capacity and promote the development of regional value chains.

Approved in 2015, the SADC Industrialisation Strategy and Roadmap (SISR 2015-2063) seeks to engender a major economic and technological transformation in the context of deeper regional integration. Underpinning the SISR is the development and strengthening of regional value chains. The SISR is premised on each Member State building on comparative advantage and creating the conditions necessary to spur competitiveness at enterprise level. The Strategy is comprehensive and broad based and requires Governments, the private sector, Development Partners and the wider civil society to work in concert to drive the

¹ Accession of Comoros is still underway

industrialisation agenda. Further, the Strategy aims to be inclusive by creating business opportunities for the region's SMEs and marginalised groups. The SISR puts the private sector at the fore front of driving industrialisation through a renewed focus on regional supply chains, achieving world class competitiveness and harnessing innovation. The Action Plan of the SISR, which sets the framework for implementing the Strategy, was approved in 2017 and fleshes out some of the key outcomes, outputs and tasks. The development and implementation of the IUMP is one of the activities expected to deliver enhanced competitiveness with a target date of 2020, however, the strategic and operational linkages between the IUMP and SISR and Action Plan are not clearly articulated.

While the SADC Secretariat is not directly engaged in supporting the implementation of national IUMPs, it nonetheless recognises the potential of the Programme to drive industrialisation in the region. As the organisation charged with co-ordinating the implementation of the SISR, it is necessary for the Secretariat to establish a baseline for IUMP in the region. Preliminary assessment suggests that most of the SADC Member States have developed national IUMPs, although implementation is lagging behind. Indications are that a few Member States are in the process of implementing various aspects of the IUMP with support from UNIDO and other Development Partners including the European Union. These include South Africa, Namibia, Tanzania, Swaziland and Mauritius.

2. PURPOSE, OBJECTIVES AND SCOPE OF WORK

The Secretariat aims to recruit a consultant to undertake a status review of the implementation of the IUMP as elaborated below. The review is expected to assess the effectiveness of the IUMP in the SADC Member States as a tool for realising the underlying objectives of the SISR and Action Plan. It will document the process, achievements and challenges of implementing the IUMP, drawing out lessons and good practice with a view to informing industrial development and competitiveness in the context of the SISR. It is anticipated that the output of this task will assist the SADC Secretariat to more clearly articulate how the IUMP can contribute to the implementation of the SISR and Action Plan. Further, it is expected that the output will provide an indication of the technical and financial gaps in the implementation of the IUMP, thereby providing a basis for SADC and Member States to mobilise additional resources.

3. Goal

To enhance competitiveness of SADC Member States through industrial policy

4. Objectives

- i. To obtain a baseline of the status of development and implementation of the IUMP or other similar/equivalent programmes in SADC
- ii. To determine the achievements, challenges, lessons and good practice in the development and implementation of the IUMP in SADC
- iii. To clearly articulate the strategic and operational linkages between the IUMP and SISR
- iv. To disseminate good practice in industrial development relevant to SADC
- v. To facilitate engagement with Development Partners on regional industrial development
- vi. Update the SADC IUMP Strategy 2009

5. Scope of Work

- i) Examine the IUMP concept and obtain a thorough understanding of its theory of change, results framework and modalities for implementation
- ii) Establish the status of development and implementation of the IUMP in SADC Member States summarising the main thrust, process and progress
- iii) Document the process of developing and adopting the IUMP taking note of key stakeholders, implementing Partners, lead agencies and institutional arrangements
- iv) Review the implementation of the IUMP outlining the main objectives, key stakeholders, institutional arrangements, funding and mechanisms for monitoring and evaluation;
- v) Assess the potential of IUMP to support productivity and competitiveness, in areas of skills and training, technology upgrading, innovation, quality standards and business development in the region
- vi) Summarise the main achievements, challenges and lessons learnt, documenting good practice in implementing the IUMP in SADC
- vii) Assess the potential of the IUMP to support the SISR with particular respect to the development of regional value chains in the priority sectors, and exports of value added goods and services
- viii) Propose structural linkages of the IUMP to SISR, and recommend a mechanism for the Secretariat to keep abreast of progress
- ix) Review other approaches to industrial modernisation and upgrading and highlight salient features that could be adopted in the SADC region
- x) Support the Secretariat to organise a Learning Workshop for Member States to disseminate the results of the assignment
- xi) Revise/update the SADC IUMP Strategy 2009
- xii) Develop and present an Action Plan to assist SADC Member States develop, update and implement (including fundraising) IUMP programmes or equivalent programmes as a tool to enhance SADC industrial competitiveness

6. WORKING ARRANGEMENTS

The assignment will be carried out primarily through desk work, complimented by visits to selected Member States to obtain an on-spot understanding of the implementation of the IUMP. In particular, the consultant will be required to:

- i) Review relevant SADC policy frameworks and strategies (including Revised RISDP, SISR and Action Plan, SADC IUMP)
- ii) Review the concept and methodology of the UNIDO IUMP
- iii) Assess other approaches to industrial upgrading and modernisation in low and middle income countries for example Kaizen
- iv) Travel to selected Member States and interact with key stakeholders. This should include at least one (1) where the IUMP is not under implementation
- v) Support the organisation of a Learning Workshop

The SADC Secretariat will provide oversight through the Director IDT.

7. DELIVERABLES AND MILESTONES

- i) An Inception Report 3 weeks after signature of contract. The Inception Report should include:
 - a. An interpretation of the TOR,
 - b. Approach to the assignment and work plan
 - c. An outline of the report

- d. A preliminary review of approaches to industrial upgrading and modernisation in low and middle income countries, including the IUMP.
- ii) Presentation of the Inception report to the SADC IDT
- iii) A Situational Analysis report following visits to Member States. This should be submitted 10 weeks from contract signature.
- iv) Submission of the draft final report to the Secretariat 2 weeks from receipt of comments on the Situation Analysis Report. The draft final report will then be presented to a regional stakeholder workshop.
- v) Submission of the final report no later than 2 weeks after the workshop.

8. DURATION

14 Person weeks over 5 calendar months. The consultant will be expected to spend an estimated 6 person weeks in Member States including meetings with SADC Secretariat and facilitation of the Stakeholder Workshop.

9. QUALIFICATIONS AND COMPETENCIES REQUIRED

An individual expert with the following:

- i. A Master's degree in Economics, Business, Industrial Development or equivalent;
- ii. A minimum of 10 years' consulting or practical experience in industrial development (especially manufacturing, policy and strategy development, value addition, value chains).
- iii. Understanding of the IUMP, as well as other regional and contemporary initiatives and approaches to industrial development.
- iv. A good understanding of trade and competitiveness issues in the SADC region.
- v. Excellent analytical, presentation and report writing skills.
- vi. Fluency in English. Knowledge of Portuguese or French would be an added advantage

10. PROPOSED TIMELINE

TASK	DATE
Consultant mobilized	End Nov 2018
Inception Meeting	Mid Jan 2019
Submission of Situation Analysis report	Mid- March 2019
Submission of draft final report to SADC Secretariat	Mid-April 2019
Stakeholder workshop	End April 2019
Submission of final report	Mid-May 2019

ANNEX 2: Expression of Interest Forms

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

**REFERENCE NUMBER: SADC/3/5/2/16 VOL 1
REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND
MODERNISATION PLAN (IUMP) IN THE SADC REGION**

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **“REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND MODERNISATION PLAN (IUMP) IN THE SADC REGION”** in accordance with your Request for Expression of Interests number **SADC SADC/3/5/2/16 VOL 1-**, dated [12th October 2018] for the sum of [*Insert amount(s) in words and figures*¹]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

- 1. **Family name:** *[insert the name]*
- 2. **First names:** *[insert the names in full]*
- 3. **Date of birth:** *[insert the date]*
- 4. **Nationality:** *[insert the country or countries of citizenship]*

- 5. **Physical address:** *[insert the physical address]*
- 6. **Postal address**
- 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:	<i>[indicate the exact name and title and if it was a</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
		Fax: Email: Name and title of the reference person from the company:	<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>	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 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 above¹, 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

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

REQUEST FOR SERVICES TITLE: REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND MODERNISATION PLAN (IUMP) IN THE SADC REGION

REFERENCE NUMBER: SADC/3/5/2/16 VOL 1

N°	Description¹	Unit²	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 + Reimbursable expenses)					

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/3/5/2/16 VOL 1: - REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND MODERNISATION PLAN (IUMP) IN THE SADC REGION

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/3/5/2/16 VOL 1 - REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND MODERNISATION PLAN (IUMP) IN THE SADC REGION"** 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/3/5/2/16 VOL 1 - REVIEW OF THE IMPLEMENTATION OF THE INDUSTRIAL UPGRADING AND MODERNISATION PLAN (IUMP) IN THE SADC REGION"**

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:

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 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 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 + Reimbursable expenses)					

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 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.