



**TERMS OF REFERENCE FOR PROVISION OF TRAINING FOR
INSPECTORS ON ENGINEERING STANDARDS**

CONTRACT NUMBER: BOTSWANA/TRF/BOBS/02/2019

**PROCURING ENTITY: MINISTRY OF INVESTMENT, TRADE AND
INDUSTRY (MITI)**

**REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES
TITLE: PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH**

REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

**REFERENCE NUMBER:
BOTSWANA/TRF/BOBS/02/2018**

**REQUEST FOR SERVICES TITLE: PROVISION OF
TRAINING FOR AUDITORS ON ISO/IEC 17025 -
RELAUNCH**

29th NOVEMBER 2019

1. **The Ministry of Investment, Trade and Industry (MITI)** is inviting Individual Consultants to submit their CV and Financial Proposal for the following services:

PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025

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

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

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

3. The maximum available budget for this Contract is **Euro 9, 000 (Nine thousand Euros)**. This amount includes the remuneration for trainer (fees) and reimbursable expenses.

The maximum budget for reimbursable expenses is **Euro 500**. This amount shall be included without modification in the Bidder's Financial Proposal.

The financial proposal must specifically include an all-inclusive fee on a per head basis for 13 participants and taking into account the facilities/costs to be met by BOBS.

No costs other than the per-head fee will be covered under this Contract. All costs related to the provision of the training (including the costs of the trainer and transport) must be included in the per head fee.

**REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES
TITLE: PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH**

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

5. Your proposal clearly marked “**REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 – PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH**” in a sealed envelope, should be submitted in our tender box located at the following address:

**Secretary to the Tender Committee
Ministry of Investment, Trade and Industry
Private Bag 004, Gaborone
Botswana.**

**Attn: Amen Ntlhaile – Principal Engineer
Alfred Kgotlaetsile – Contract Manager
Hwanano C. Maripe - Procurement Officer**

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is:

18th January, 2020 at 1600hrs. Late Proposal will be rejected.

7. Applications submitted by Fax or E-mail **are** acceptable.

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

	Criteria	Maximum points allocated
1	Education and Training	20
2	Specific Experience	70
3	General Experience	10
	Total	100

9. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as **Annex 3** to this REOI:

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

**REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES
TITLE: PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH**

(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 does not exceed the maximum available budget for the contract.

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

(iii) **VALIDITY OF THE 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 working days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **Ministry of Investment, Trade and Industry**
Contact person: **Amen Ntlhaile – Principal Engineer**
Alfred Kgotlaetsile – Contract Manager

Telephone: **+267 3645430/ +267 3645488**

E-mail: ntlhaile@bobstandards.bw;

Copy: kgotlaetsile@bobstandards.bw;
hcmaripe@gov.bw

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** alongside the procurement notice at the latest 7 working 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,

_____ *(signature)* _____

Name: Ms Hwanano C. Maripe

Title: Procurement Officer

Date: 15/11/2019

ANNEX I: TERMS OF REFERENCE

Terms of Reference for the provision of training for Auditors on ISO/IEC 17025

1 Background

1.1 Name of Procuring Authority

Ministry of Investment Trade and Industry

1.2 Name of Contracting Authority

Botswana Bureau of Standards

1.3 Location of Work

Gaborone

1.4 Background Information

The Botswana Bureau of Standards (BOBS) was formed with the primary objectives of formulating Botswana standards and co-ordinating quality assurance activities in Botswana with mission to improve the quality of life of the citizens of Botswana.

The Standards Act was published in 1995 and its date of commencement was 1st August 1996. The main purpose of Standards Act is to prevent and reduce the dumping of products regulated through compulsory standards into the Botswana market with the objective of protecting the consumer from unsafe products, health hazardous products and potential deceptive practices.

The Standards Act in 10(6) states that 'Where a compulsory standard has been declared in respect of any commodity, or the manufacture, production, processing or treatment of any commodity, any person who manufactures, produces, processes, treats, sells or otherwise deals in a commodity of that description which does not comply with the declared standard specification in respect thereof shall be guilty of an offence'. Non-prescribed standards, which are also compulsory standards, are regulated using the Standards Act.

The Standards Act also paved way for the Standards (Import Inspection) Regulations also known as the SIIR which has prescribed a list of regulated products. The SIIR was published on the 12th September 2008 in the Botswana

Gazette and its implementation started on the 1st April 2009. Just like the Standards Act, the main purpose of SIIR is to prevent and reduce the dumping of prescribed products into the Botswana market with the objective of protecting the consumer from unsafe products, health hazardous products and potential deceptive practices. The Regulation states that ‘no one shall import any commodity prescribed in the SIIR unless that person has applied for and has been issued with a compliance certificate in respect of that commodity’. The Regulation also states that ‘no person shall offload any substandard product into the Botswana market’.

All products regulated through either prescribed or non-prescribed standards placed in the Botswana Market, whether imported or locally manufactured, shall have their conformity towards relevant requirements assessed by BOBS or by a body that has been recognized by BOBS as per 13(3) of the Standards Act and 4(2) of the SIIR with the aim of minimizing the risk of unsafe and substandard counterfeit products from being placed in the Botswana market. The Compulsory Standards Unit (CSU) within BOBS’ Department of Regulatory Compliance is responsible for the enforcement of compulsory standards and the implementation of Standards (Import Inspection) Regulations.

Although CSU, as an inspection body, has been enforcing the implementation of compulsory standards, there has not been attestation that shows that CSU has the technical competence to undertake work as it is not accredited.

The overall objective of this training is to empower CSU auditors with the knowledge of the relevant standards which will enable them to attain necessary competence to carry out specific laboratory assessment activities.

2 OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to support BOBS’ desire of attaining and maintaining ISO/IEC 17020 accreditation by facilitating;

- the training of BOBS’ auditors on ISO/IEC 17025.

3 SCOPE OF ASSIGNMENT

3.1 Training of Inspectors on ISO/IEC 17020

The training session on ISO/IEC 17025 is expected to be a five day training in Gaborone (for 13 participants) to cover the standard and auditing techniques.

Interested parties are required to submit details of a proposed programme that will meet the requirements of these terms of reference as specified in Section 5 and the proposal is therefore expected to include:

- A detailed programme that lists the activities to be undertaken and presented in the ISO/IEC 170205 based training for the 13 participants.
- Detailed and ready-to-use training materials, which might include as necessary: PowerPoint presentations, graphics, hand-outs, questionnaires, aides-memoires, notes or other materials to enable the training to be held with minimal technical intervention by the organisers. All materials required for the training must be provided to the candidates by the supplier;
- A copy of the standard (ISO/IEC 17025) for each of the candidates must be supplied.
- An examination administered at the end of the training to determine the candidates' acquired level of understanding;
- A certificate of successful completion for those participants who have passed the exam and a certificate of attendance for participants who have failed the exam.
- The training should address all the main elements of ISO/IEC 17025; it is expected that the requirements of the standard will be covered in full and that suitable scenarios will be presented to illustrate implementation of the clauses;
- A brief questionnaire aimed at evaluating the quality of the training will be administered by BOBS at the end of the training;

3.3 Facilities to be provided by BOBS

The Bidders are advised that BOBS will provide the following:

- A training venue
- Teas and lunches for candidates and trainer(s)
- Name badges for the candidates
- Accommodation for all candidates

4 Project Organization/Management

4.1 Institutional Arrangements

Responsible body

The Botswana Bureau of Standards will be responsible for managing this contract. For purposes of this assignment, the Contract Manager is the Manager – Compulsory Standards.

Management structure

The Contracting Authority is the Ministry of Investment Trade and Industry. The TRF Project has a Project Management Unit (PMU) based at Ministry of Investment Trade and Industry. The PMU will be assisting with all project coordination work. The Botswana Bureau of Standards is the beneficiary institution of this contract and therefore will be managing the implementation of this assignment. The consultant will report directly to the Botswana Bureau of Standards. The Botswana Bureau of Standards will be responsible for receiving and accepting deliverables under this contract. Ministry of Investment Trade and Industry will be responsible for authorizing all payments under this contract.

4.2 Expert(s) Profile Required

The training will be required to cover ISO/IEC 17025. The CV of the proposed trainer(s) must clearly demonstrate relevant qualifications and skills, including a proven track record of experience in the training and application of the accreditation standard ISO/IEC 17025, experience gained as a lead auditor; and an understanding of the roles of auditing, inspection, testing, certification and accreditation within the Standards, Quality Assurance, Accreditation and Metrology (SQAM) environment of SADC.

Expert's evaluation criteria

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

Qualifications and Experience	Points
<i>Qualifications and skills:</i>	20
- Each Expert must have a university degree in a technical subject or relevant professional experience of at least five years above the general and specific experience required below.	15
- Professional qualification in business administration, management or leadership would be an added advantage.	5
<i>General professional skills:</i>	10
- Production of professional, smooth flowing and direct to the point reports.	2
- Good communication and presentation skills.	2
- Computer literacy and familiarity with standard office software packages, email and internet.	2
- Fluency in English	4
<i>Specific experience:</i>	70
- Minimum 10 years of professional experience in the area of Quality Infrastructure with at least 5 years responsibility for conformity assessment and accreditation activities.	15
- Previous experience in conducting accreditation training at regional or national level on ISO/IEC 17025	15
- Previous experience in working with Conformity Assessment Bodies (CABs) preparing for accreditation	15
- Previous experience in training on the relevant standard	15
- Capacity building experience in the area of Quality Infrastructure	5
- Knowledge of the SADC region and familiarity with the regional SQAM environment.	5
Score	100

Award criteria

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

4.3 Location and Duration

The training session will take place in Botswana at BOBS Headquarters in Gaborone.

The Trainer will be expected to arrive in Botswana a day before the commencement of training session.

5 Reporting

A final report will be required within ten (10) working days of completion of training and the following shall be submitted:

- A report which includes an assessment of the suitability of each participant who attended the training.
- An interpretation of the completed programme evaluation forms completed by participants at the end of the training; and
- A file containing the training material presented to the candidates.
- The report shall be presented with Font Arial and Font Size 12.

Copies of the report referred to above must be submitted to the Contract Manager identified in the Contract. The report must be written in English. The Contract Manager is responsible for approving the report. The report must first be submitted electronically via email as draft report to the Contract Manager. Comments and Approval of final draft will be provided via e-mail. The Contractor will submit a soft copy and three (3) neatly bound hard copies of the approved report.

6 BUDGET

The maximum available budget for this Contract is **Euro 9, 000 (Nine thousand Euros)**. This amount includes the remuneration for trainer (fees) and reimbursable expenses.

The maximum budget for reimbursable expenses is **Euros 500**. This amount shall be included without modification in the Bidder's Financial Proposal.

The financial proposal must specifically include an all-inclusive fee on a per head basis for 13 participants and taking into account the facilities/costs to be met by BOBS.

No costs other than the per-head fee will be covered under this Contract. All costs related to the provision of the training (including the costs of the trainer and transport) must be included in the per head fee.

ANNEX 2: Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT	14
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**REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES TITLE:
PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH**

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

REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018

**REQUEST FOR SERVICES TITLE: PROVISION OF TRAINING FOR AUDITORS ON
ISO/IEC 17025 - RELAUNCH**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH** in accordance with your Request for Expression of Interest number *BOTSWANA/TRF/BOBS/02/2018* dated [15/11/2019] 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.*

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

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

**REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES TITLE:
PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH**

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:

REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES TITLE: PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH

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 Ministry of Trade to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

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

¹ *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

C. FINANCIAL PROPOSAL

REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES
 TITLE: PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

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

⁴ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: BOTSWANA/TRF/BOBS/02/2018 REQUEST FOR SERVICES
TITLE: PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH

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

The Ministry of Investment, Trade and Industry (MITI) (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 **Ministry of Investment, Trade and Industry (MITI)** 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.
- 1.3 **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 "PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH"
- 1.4 " " and reflected as such in the Annex 2 of this contract.
- 1.5 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest

“BOTSWANA/TRF/BOBS/02/2018 – PROVISION OF TRAINING FOR AUDITORS ON ISO/IEC 17025 - RELAUNCH”

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

2. The Services

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

3. Payment

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

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

3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the **Annex 2** to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

4. Status of the Individual Consultant

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

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

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

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

5. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which

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

6. Compliance with this contract

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

7. Assignment and Subcontracting

7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

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

9. Liability of the Individual Consultant

9.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.

9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all

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actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

9.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.

9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

10. Insurance

10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.

10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.

10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

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

10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

11. Copyright

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

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

12. Non-Disclosure & Confidentiality

12.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.

12.2 If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

13. Suspension or Termination

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

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

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

14. No Waiver

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

15. Variations

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

16. Jurisdiction

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

For the Procuring Entity		For the Individual Consultant	
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

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

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

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

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

³ Indicate unit cost.

⁴ Provide clear description of what is their exact nature

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

100% will be paid upon submission of all deliverables for the assignment acceptable to the Contracting Authority.

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