

**REQUEST FOR EXPRESSION OF INTEREST  
SELECTION OF INDIVIDUAL CONSULTANTS**

**CONTRACT NUMBER:  
SEYCHELLES/SADC/TRF/PROJECT/SRC/05/2019**

**REQUEST FOR SERVICES TITLE:**

Enhancing Capacity in Excise Tax Management



**PROCURING ENTITY: SEYCHELLES REVENUE  
COMMISSION**

**DATE OF ISSUE: 02<sup>nd</sup> July, 2019**

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

**“ENHANCING CAPACITY IN EXCISE TAX MANAGEMENT”**

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

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

*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.*

3. The maximum budget for this contract is **€ 90, 000 (Ninety thousand euros)**. Proposals exceeding this budget will not be accepted.
4. Your Request for Proposals must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI in 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 **“SEYCHELLES/SADC/TRF/PROJECT/SRC/05/19 - ENHANCING CAPACITY IN EXCISE TAX MANAGEMENT”** in a sealed envelope, should be submitted in our tender box located at the following address:

***National Tender Board***

***Maison de Mahe***

***VICTORIA***

***SEYCHELLES***

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

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

**23<sup>rd</sup> July 2019 @ 10:00 am** local time

**Late bids will be rejected.**

7. Proposal submitted by E-mail **are** acceptable.

**National Tender Board**

**Email:** [NTBtenderbox@gov.sc](mailto:NTBtenderbox@gov.sc)

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

<b>criteria</b>	<b>Maximum points allocated</b>
(i) Qualifications and skills	<b>20</b>
(ii) General Skills	<b>10</b>
(iii) Specific Experience	<b>70</b>
<b>Total</b>	<b>100</b>

Only proposals scoring 70 points and above shall proceed to financial evaluation stage

9. You 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:**

Request for Proposals determined to be formally compliant to the requirements will be further evaluated technically.

A Request for Proposals is considered compliant to the requirements if:

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

The award will be made to the applicant who obtained the highest technical score. Request for Proposals 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 for deadline for submission indicated in Paragraph 6 above.

10. The assignment is expected to commence within six (6) months from the signature of the contract.
11. Additional request for information and clarifications can be request, no later than 5 working days prior to deadline indicated in the paragraph 6 above, from:

Procuring entity: **Seychelles Revenue Commission**

Contact person: *Cindy Chang-Leng Clair*

Telephone: **4382136**

E-mail: [cindy@finance.gov.sc](mailto:cindy@finance.gov.sc)  
[flossy.payet@src.gov.sc](mailto:flossy.payet@src.gov.sc)

Copy to: [agiovanni@finance.gov.sc](mailto:agiovanni@finance.gov.sc) and

#### **ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Request for proposal forms**

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

**Sincerely,**

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**Name:** Cindy Chang Leng Clair

**Title:** TRF project manager



## **ANNEX 1: Terms of Reference**

### **Enhancing Capacity in Excise Tax Management**

#### **1. BACKGROUND INFORMATION**

##### **1.1 BACKGROUND**

The Customs Division of the Seychelles Revenue Commission (SRC) is currently using the ASYCUDA World system for the processing of its Customs procedures. However, the system is not fully functional as there are still some functionalities that are required in ASYCUDA World that are not available to users. This is therefore impacting on trade facilitation in Seychelles. The Excise Tax Module is one of the functionalities that is missing in the system.

Therefore, Seychelles is facing some constraints in the administration of the excise regime which is leading to leakages of revenue. To address this, Seychelles is considering the automation of excise tax calculation which is currently being conducted manually and this will also require reviewing of the Excise Tax Act, Customs Management Act (CMA) and supporting regulations and aligning this to ASYCUDA World requirements on warehousing control.

SRC needs assistance with implementing compliance issues related to fuel and alcohol excise administration. There is also a need to better facilitate legitimate trade by increasing Customs' ability to build profile on excisable producers. Customs officers need to be able to better assess and collect excise tax on alcoholic beverages and understand expected yields. The excise unit of Customs Division also require equipment to address discrepancies affecting excise liabilities. Staff needs training on the utilization of fuel chemical makers and having the technical knowledge to test alcoholic beverage.

To ensure the balance between trade facilitation and compliance SRC customs needs to have a Post Clearance Audit (PCA) unit that can conduct Customs audit. The PCA unit do not have the capacity to identify high risk companies for Auditing from a monthly database. PCA needs to be able to use the WCO guidelines for Post Clearance Audit Compliance, to develop criteria for selection of audit of excise companies.

#### **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

##### **Overall objective**

The overall objective of the project is as follows:

- Recruit an excise specialist for 6 months' period to review and propose amendments to the excise tax Act, supporting and relevant legislations.
- Develop capacity of staff in PCA, risk assessment and excise tax

##### **Purpose**

The purpose of this contract is to introduce ASYCUDA World Excise Tax computer module in the ASYCUDA World system, Seychelles will require the review of the Excise Tax Act, CMA and its subsequent regulations and aligning these legislations to the ASYCUDA World requirements on warehousing control. The other aspect of this assignment is building capacity for staff in the Excise, Risk Assessment and PCA Units.

##### **Results to be achieved by the Contractor**

- Result 1: Excise Tax Act, CMA and supporting legislations reviewed and amended or new regulations developed where necessary;

- Result 2: Excise, Risk Assessment and PCA Units staff fully trained and competent in excise tax

- Risk Assessment techniques.

### **3. SCOPE OF THE WORK**

#### **3.1 Specific work**

The scope of work and the expected outputs/deliverables will be the following:

- Review of CMA and supporting legislation and Excise Act and supporting legislation and propose amendments where necessary;
- Develop new legislation should the need arise;
- Conduct national consultative workshops on the draft amendments to existing legislations and any new legislations proposed;
- Design a training module on excise tax collection and use it to train Customs Officers collecting Excise Taxes;
- Determine the most appropriate way to improve compliance in collection of Excise Tax on fuel, including using fuel chemical markers and training of Customs Officers in the use of chemical markers;
- Determine the most appropriate way to improve compliance in collection of Excise Tax on alcohol and training on assessing and collecting excise duty on alcoholic beverages and understanding expected yields as well as provide training on the use of equipment to measure alcohol content; and
- Establish procedures for assessing compliance of producers of excisable products;
- Build profiles on each producer of excisable goods/ products;
- Assist with post-clearance audit specifically relating to excisable imports;
- Design a WCO compliant training course on post clearance audit, tailored for the Seychelles environment and conduct training;
- Work with the PCA Unit in conducting excise tax post clearance audit periodically in the 6 months;
- Design a WCO compliant training course on Risk Assessment tailored for the Seychelles environment and train staff in the Unit;
- Work with the Risk Assessment Unit on how to conduct risk assessment periodically in the 6 months.

## **3.2 Project management**

### **3.2.1 Responsible body**

The Deputy Commissioner's office of the SRC is responsible of the contractual arrangements. The Assistant Commissioner of Customs will be responsible for the technical issues.

### **3.2.2 Management structure**

The Contracting Authority is the SRC. The TRF Project has a Project Management Unit (PMU) based at the Ministry of Finance, Trade and Economic Planning. The PMU will be assisting with all project coordination work. The SRC will be managing the implementation of this project and the consultant shall report directly to the Revenue Commissioner. The SRC will be responsible for receiving and accepting deliverables under this contract. The Principal Secretary for Trade is the Accounting Officer. Authorisation of payment shall be the responsibility of the Accounting Officer and as an alternate, the Director General for Trade as the SADC TRF Focal Point. A National Steering Committee as well as a National Technical Committee on Trade Facilitation has been established to monitor the progress of the project.

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

Logistics facilities will be provided by the contracting parties under the operational expenses of Seychelles Revenue Commission, which will include the following:

- Internet access at SRC offices
- Office furniture
- Printing facilities
- Transport for accessibility between SRC offices.

## **4. LOGISTICS AND TIMING**

### **4.1 Location**

The following locations will be used:

- SRC Main office: Maison Collet
- Customs offices: Seaport Custom House/ Seypec Building/Airport/Post Office/Dockland Office
- Local manufacturer's premises.

### **4.1.2 Start date & period of implementation**

The intended start date is 21<sup>st</sup> August 2019 and the period of implementation of the contract will be 6 months from this date.

## **5. REQUIREMENTS**

### **5.1 Staff**

### **5.2 Key experts**

- Bachelors' level qualification in Customs administration or/and customs laws at a minimum.
- Having a range of work experience in Customs work on a range of customs matters, such as risk assessment, PCA and excise warehouse goods.
- Having more than 10 years' experience in specialise Excise tax and accredited/recognised by WCO/SADC/COMESA in excise field.



- Plus experience in execution of excise tax project in an island state or small developing economy is desirable.

<b>Qualifications and Experience</b>	<b>Points</b>
<b><i>Qualifications and skills:</i></b>	<b>20</b>
- Bachelors' level qualification in Customs administration and/or customs law, at a minimum;	
<b><i>General Skills:</i></b>	<b>10</b>
- Proven legislative drafting skills at a minimum;	
- Good communication and presentation skills;	
- Fluent in English	
<b><i>Specific Experience</i></b>	<b>70</b>
- Experience with drafting legislations at a minimum	
• Experience in Customs work on a range of customs matters, such as risk assessment, PCA and excise warehouse goods.	
- Experience in specialise Excise tax and accredited/recognised by WCO/SADC/COMESA in excise field.	
- Experience in excise tax project in island state or small developing economics is preferred	
<b>Score</b>	<b>100</b>

### 5.3 Support staff & backstopping

The Contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

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

### 5.4 Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Seychelles Revenue Commission

## 6. REPORTS

### 6.1 Reporting requirements

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

<b>Name of report</b>	<b>Content</b>	<b>Time of submission</b>
Inception Report	Analysis of existing situation and work plan for the project	No later than 2 weeks after the start of implementation
Draft Final Report	Short description of achievements including problems encountered and recommendations.	No later than 3 weeks before the end of the implementation period.
Final Report	Description of achievements including problems encountered and recommendations; a final invoice	Within 2 weeks of receiving comments on the draft final report through the Project Manager identified in the contract.

## **6.2 Submission & approval of reports**

Copies of the reports referred to above must be submitted to the Deputy Commissioner identified in the contract. The reports must be written in English. The Project Manager is responsible for approving the reports.

## **7. MONITORING AND EVALUATION**

### **Definition of indicator**

The monitoring of the services of the Contractor will be monitored by the Project manager and the SRC during project implementation process and achieved project results.

- Propose draft of excise tax Act, supporting and relevant legislations.
- Consultative workshops on draft legislations conducted.
- Training program for excise module and WCO compliance training program on risk assessment developed.
- Staff of excise received appropriate training
- Staff of PCA trained in excise and Customs related PCA
- Placement for staff of excise and PCA has been identified.
- Expert works with PCA, risk and excise units on a day to day basis.

## **8. BUDGET**

The maximum available budget for this contract is € 90, 000 (Ninety thousand euros).

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## **ANNEX 2: Expression of Interest Forms**

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**A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE  
PROJECT  
REFERENCE NUMBER: SADC/TRF/PROJECT/SRC/05/2019**

**REQUEST FOR SERVICES TITLE: Enhancing Capacity in Excise Tax Management**

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[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Expression of Interests number [insert the number], dated [insert date] and my Financial Proposal for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount 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 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 request, I will provide certified copies of documents to prove that I do not follow in any of the situation described above.

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.

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

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

I undertake, if our 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 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 the 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. **Civil status:** *[insert: married/ divorced/single/ widower]*
- 6. **Purchase Order details:** *Address:[insert the physical address]*  
*Phone :[insert the phone and mobile no.]*  
*E-mail: [insert the email]*
- 8. **Education:**

<b>Institution:</b> <b>[Date from – Date to]</b>	<b>Degree(s) or Diploma(s) obtained:</b>
<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>

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

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

- 8. **Membership of professional bodies:** *[indicate the name of the professional body]*
- 9. **Other skills:** *[insert the skills]*
- 10. **Present position:** *[insert the name]*
- 11. **Years of experience:** *[insert the no]*
- 12. **Key qualifications:** (Relevant to the assignment)  
*[insert the key qualifications]*
- 13. **Specific experience in the region:**

<b>Country</b>	<b>Date from - Date to</b>
<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>

**14. Professional experience:**

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

15. **Other relevant information:** (e.g. Publications)

*[insert the details]*

16. **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 request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above<sup>1</sup>, documents which are attached to this CV as photocopies.

By signing this statement, I also authorized 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: 2 July 2019

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**ATTACHMENTS:**    1) *Proof of qualifications indicated at point 8*  
                                 2) *Proof of working experience indicated at point 14*

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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 signed with them.*



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**C. FINANCIAL PROPOSAL**  
*[insert name and reference number]*

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N°	Description <sup>1</sup>	Total (in US\$)
<b>TOTAL FINANCIAL OFFER</b>		

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

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

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

## ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANT

### STANDARD TERMS OF CONTRACT (Individual Consultant) Contract Name *[insert the name]* Contract Number *[insert the number]*

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

*[name of Procuring Entity]* (hereinafter called the “Procuring Entity”) with the registered business in *[insert the name address, phone, fax and email of the procurement entity]*

**and, on the other hand,**

*[insert the full name of the individual]* (hereinafter called the “Individual Consultant”), with the 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 *[insert the name]* 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 *[insert the name]* and reflected as such in the Annex 2 of this contract.

- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest [*insert the number*] for the project [*insert the name*].
- 1.5 **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 Project Director, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex II to this Contract. 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 employees 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 and 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 its 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 5.3 above.

## **5. Supervision of the Services**

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to Procuring Entity which shall include any steps to comply with the standards operated by Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of Procuring Entity shall afford such access to its information, records

and other materials during normal office working hours as 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**

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. Procuring Entity may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, 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 the Individual Consultant shall inform the Procuring Entity the Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third party performance of duties or Services assigned to third party, and neither for ensuring 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 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 by the Individual Consultant in connection with the provision of the Services.

9.2 In view of the reliance by Procuring Entity set out in 10.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend 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 Procuring Entity becomes aware of them;

- b) the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or 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 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 Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

## **10. Insurance**

10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided. The Individual Consultant is obliged to provide full copies of such insurance within 45 days from the signature of this Contract.

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 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 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 Procuring Entity and its assigns for the use of the same in that connection.

- 11.2 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 Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which 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 as confidential all information and results obtained in discharging the Services under this Contract 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 agreement in writing of the Project Director.
- 12.2 If the Individual Consultant violates clause 13.1, then it 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 Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

## **13. Suspension or Termination**

- 13.1 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part the Individual Consultant's appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 14.4 below.
- 13.2 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.
- 13.3 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if she/he gives a 30 days prior written notice to the Project Director.

13.4 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause then 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 authorised officer of Procuring Entity shall in any way affect or prejudice the rights of 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 written Addendum and be signed by duly authorised signatories on behalf of the Individual Consultant and 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 as regards 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 English language by:

<b>For the Procuring Entity</b>	<b>Signature</b>	<b>For the Individual Consultant</b>	<b>Signature</b>
<b>Name:</b> <i>[insert full name]</i>		<b>Name:</b> <i>[insert full name]</i>	
<b>Title:</b> <i>[insert the title]</i>		<b>Title:</b> <i>[insert the title]</i>	
<b>Palace:</b> <i>[insert the city and country]</i>		<b>Palace:</b> <i>[insert the city and country]</i>	
<b>Date:</b> <i>[insert the date]</i>		<b>Date:</b> <i>[insert the date]</i>	

***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 a 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 its country of residence.
2. The breakdown of prices is: *[fill in the table as per the Individual Consultant's Financial Proposal presented in the Expression of Interest]*

N°	Description <sup>1</sup>	Total (in US\$)
<b>TOTAL FINANCIAL OFFER</b>		

3. The payment shall be made in accordance with the following schedule:  
[The payment schedule will be agreed upon during contract negotiations.]

“ *Option 1: - lump sum contracts*

*[insert amount (which shall be maximum 20% of the contract value) and currency]* upon the Procuring Entity's receipt of a copy of this Contract signed by the Individual Consultant ;

*[insert amount and currency]* upon the Procuring Entity's receipt of the *[insert the name and the description of the deliverable]*, acceptable to the Procuring Entity;

*[insert amount and currency]* upon the Procuring Entity's receipt of the *[insert the name and the description of the deliverable]*, acceptable to the Procuring Entity;  
and

*[insert amount (minimum 10% and maximum 30% of the contract value) and currency]* upon the Purchaser's receipt of the final report, acceptable to the Procuring Entity.

*[insert amount and currency]* Total

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

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