**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF INDIVIDUAL CONSULTANTS**

**CONTRACT NUMBER:**

SWAZI/SADC/TRF/2017/2/02

**REQUEST FOR SERVICES TITLE:**

DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND

 ****

**PROCURING ENTITY:**  MINISTRY OF COMMERCE, INDUSTRY AND TRADE

DATE OF ISSUE: **08 MARCH 2018**

**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF INDIVIDUAL CONSULTANTS**

**REFERENCE NUMBER: SWAZI/SADC/TRF/2017/2/02**

**REQUEST FOR SERVICES TITLE:** **DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND**

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

**DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND**

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 budget for this contract is **€19,995.00 (Nineteen Thousand Nine Hundred Ninety-Five euros) for expert service/consultants fees only.** 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 clearly marked **“REFERENCE NUMBER:SWAZI/SADC/TRF/2017/2/02 *–* DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND”** in a sealed envelope, should be submitted in our tender box located at the following address:

**Secretary to the Tender Committee**

 **Ministry of Commerce, Industry and Trade**

 **International Trade Department**

 **Between DPMs Office and Swazi Bank**

 **P. O. Box 451**

 **Mbabane, Swaziland**

 **Tel: +268 2404 5794**

 **Fax: +268 2404 3833**

**Attn: Mr. Muntu M. Almeida**

**Email:** **muntualmeida@gmail.com** **or muntua.itd@realnet.co.sz**

**Copy: Mrs. Nonhlanhla Ndlangamandla**

 **Email:** **mnguni2014@gmail.com**

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

**28th MARCH 2018 at 1600 hrs CAT**

7. Proposals 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.

(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 Commerce, Industry and Trade**

 Contact person: **Mr. Muntu M. Almeida**

 Telephone:**+268 2040 5794**

 Fax: **+268 2404 3833**

 ***E-mail:*** ***muntualmeida@gmail.com*** ***or muntua.itd@realnet.co.sz***

 ***Copy:*** ***mnguni2014@gmail.com******;***

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 International Trade Department website and the Swaziland Government 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: Mr. Muntu M. Almeida**

**Title: TRF Project Manager**

**Date: 08 MARCH, 2018**

**ANNEX 1: TERMS OF REFERENCE FOR THE DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND**

**BACKGROUND INFORMATION**

**BACKGROUND**

Swaziland together with six (6) other members of the Southern African Development Community (SADC) negotiated and signed the Comprehensive Economic Partnership Agreement(EPA) with the European Union (EU) on 10thJune 2016.The EPA is a trading arrangement that allows Swaziland's products to enter the European Union market duty and quota free immediately upon entering into force. Swaziland subsequently ratified the EPA on 10th October 2016.

Currently, Swaziland suffers from supply-side constraints that may militate against the effective implementation of the EPA. These include insufficient production capacities; limited product diversification and competitiveness; limited information about the EU market; inadequate and inappropriate infrastructure and technology; and lack of access to technical and financial assistance. Addressing the above is necessary if the authorities are to promote trade flows with the EU Speaking at the ratification formality for the EU-SADC EPA, the former EU Ambassador to Swaziland, His Excellency Mr. Nicole Bellomo, urged the Swaziland Government not only to “speedily implement the EPA provisions, but also to ensure the dissemination of its benefits to the private sector for effective implementation.” In order therefore to maximise gains from this Agreement, government through the this national project supported through the SADC TRF programme, has prioritised the development of the EPA Implementation Strategy and a Costed Action Plan with a view to identify both the comparative and competitive advantages of its domestication. Further, the proposed strategy will assist in addressing the above while linking with other components of this project, in particular, capacity development of International Trade Department (ITD) officers on ongoing EPA negotiations on trade in services, and the national agenda for developing national value chains in support of the country’s Industrialisation Strategy. Furthermore, the strategy will encourage the domestication of the EPA provisions thereby assisting the economy to maximise commercial returns from the agreement, thus, potentially attract foreign investment, especially from the EU, within the Common Market for Eastern and Southern Africa (COMESA), the Southern African Customs Union(SACU) and the Southern African Development Community (SADC) regions.

However, there are challenges likely to undermine effective implementation of this Result Area including non-availability of necessary information, inaccessibility to crucial documentations from key stakeholders, and unwillingness of stakeholders to openly and robustly engage with government as well as with EPA provisions as the process unfolds. Further, current negative perceptions on government driven initiatives from some members of the private sector, based on assumptions that are informed by previous interactive processes, may discourage open participation as the process unfolds.

In mitigation, the proposed strategy dialogue sessions are poised to encourage robust engagement between government and all relevant stakeholders. In addition, implementation of the outlined activities will encourage private sector to utilize negotiated Tariff Rate Quotas (TRQ) to a satisfactory levels; advise best ways of promoting trade between the Parties thereby securing and/or cementing business/entrepreneurial links between economic actors of both Parties; encourage commitments on tariff liberalisation notwithstanding associated mitigation measures; prepare stakeholders for a probable SACU-United Kingdom trade negotiation in the context of Brexit; encourage implementing necessary arrangements for cumulation as per the agreement; encourage amendments to customs legislation to conform with the EPA regime; encourage compliance with EU’s Sanitary and Phytosanitary Standards (SPS) and Technical Barriers to Trade (TBT) ; prioritise trade facilitation; and encourage effective monitoring the domestication of the agreement. In addressing the above areas, government is counting on sound working relationships that had developed during the protracted EPA roadmap with key stakeholders.

**OBJECTIVE, PURPOSE & EXPECTED RESULTS**

**Overall objective**

The overall objective of the project is as follows:

To develop an EPA Implementation Strategy and a Costed Action Plan with a view to assist Swaziland to effectively implement its obligations under the EPA and undertake actions to get the most out of the EU market leading to the generation of economic growth, creation of employment opportunities and increasing trade between the two Parties.

**Results to be achieved by the Contractor**

* Result Area 1 - A detailed EPA Implementation Strategy which, being in line with key government economic policies and priorities, and taking into account the changing global trade landscape, will enhance utilization of the negotiated European Union (EU) market for both existing and potential exports. The Strategy will also outline benefits which will accrue to importers and consumers through affordable and quality imports from the EU including the full utilization of TRQs.
* Result Area 2 - An accompanying Costed EPA Implementation Action Plan.

**SCOPE OF THE WORK**

**Specific work**

* To review key national policy documents relating to trade and economic development such as the National Development Strategy, Poverty Reduction Strategy and Action Plan, Trade Policy, Industrial Policy, Private Sector Development Strategy, Trade in Services Strategy, National Export Strategy, Aid for Trade Strategy and others;
* To identify the country’s comparative and competitive advantage with a view to identify additional sectors with export potential for diversification purposes (apart from the traditional beef, sugar, canned fruit, and sugar based drink concentrates), such as textile, clothing, apparel and others;
* To suggest means of effectively promoting the Agreement to the private sector and all other relevant stakeholders;
* To identify strategies for promoting Swaziland’s offensive commercial interest into the EU market for both goods and services, including effective means of utilizing Tariff Rate Quotas (TRQs)locally by the private sector;
* To assess productive capacities of producers and firms of existing and potential exporters with a view to suggest ways of increasing production, and to address supply side constraints;
* To assess regional and global value chains in an effort to identify opportunities for cumulation for Swaziland particularly in the SADC EPA, EU region and in ACP;
* To assist Swaziland to effectively access technical and financial assistance to develop the necessary capacities to address supply- side constraints;
* To undertake consultations with relevant stakeholders across all sectors to gather inputs on the strategy development process;
* To identify strategies and capacity building needs for engaging in other EPA negotiation areas such as Competition, Public Procurement and Intellectual Property Rights (IPR);
* Suggest an approach for negotiating a SACU-UK package in the context of Brexit;
* To formulate the strategy and make recommendations for its implementation in the short, medium and long term, including an inclusive institutional framework for effective implementation;
* To design a Costed Action Plan for the Strategy for implementation purposes; and
* To undertake a validation exercise for the strategy and submit the required reports.

**Project management**

**Responsible body**

The Ministry of Commerce, Industry and Trade through the International Trade Department will be responsible for managing the contract/project.

**Management structure**

A Project Management Unit (PMU) is available within the International Trade Department (ITD) for oversight and coordination of the project. The consultant will work with and report to ITD on ensuring proper implementation given that the department is the main beneficiary from the contract. In addition, the consultant will submit all deliverables to ITD who will in turn authorize the issuance of payments for the contract.

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

ITD will not provide office space for the consultant; however, transport would be availed for stakeholder consultation upon request.

**LOGISTICS AND TIMING**

**Location**

The assignment will be undertaken in the Kingdom of Swaziland.

**Start date & period of implementation**

The intended start date is 23rd April 2018 and the period of implementation of the contract will be 3 months from this date.

**REQUIREMENTS**

**Candidate Profile**

**Education and Training (20 points)**

The individual Consultant shall possess the following minimum qualifications and skills

* Minimum, Bachelor’s Degree in Economics; however a post graduate degree in International Trade Economics would be highly preferable;
* An additional qualification in Trade Law, Business Administration and/or Marketing would be an added advantage.

**General skills (10 points)**

* Computer literacy is a must.
* Proven research, analytical and report writing skills.

**Specific professional experience (70 points)**

* Proven experience in export strategy development particularly in relation to emerging and developing economies, including landlocked countries;
* Experience in working with regional integration issues especially in the Southern African region;
* Familiarity with the SADC EU EPA, including an understanding of the Protocol on Rules of Origin;
* Knowledge of the EU trading environment essential;
* Clear understanding of trade policy issues;
* Ability to work with a wide range of stakeholders; and
* Experience in or a knowledge of Trade in Services, Public Procurement, Intellectual Property Rights Facilities would be an added advantage.

The Consultant will only be provided with supporting materials where necessary. The consultant should have own laptop/computer.

**REPORTS**

**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:

|  |  |  |
| --- | --- | --- |
| **Name of report** | **Content** | **Time of submission** |
| Inception Report | Analysis of existing situation and work plan for the project | No later than 10 working days after the start of implementation |
| Draft Final Report | Short description of achievements including problems encountered and recommendations. | No later than 1month before the end of the implementation period.  |
| Final Report | Description of achievements including problems encountered and recommendations; a final invoice  | Within 5 working days after receiving comments on the draft final report from the Project Manager identified in the contract. |

**Submission & approval of reports**

Copies of the reports referred to above must be submitted to the Project Manager identified in the contract. The reports must be written in English.

Copies of the reports referred to above must be submitted to the Project Manager who is identified in the contract and copied to the Director Trade and Senior Trade Policy Analyst, who is responsible for the EPA Implementation Strategy. The reports must be written in English. The Contractor will submit one (1) soft copy and five (5) neatly bound hard copies of the above reports in English.

The Director Trade and Senior Trade Policy Analyst are responsible for approving the reports.

The documents referred to above must be submitted electronically via email as draft reports to the Project Manager. Comments and Approval of final drafts will be provided via e-mail within 30 days. After which two (2) hard copies of the final reports must be formally submitted to the Imprest administrator within two (2) weeks of receiving comments.

**Budget**

The available budget for this contract is **€19,995.00** (Nineteen Nine Hundred and Ninety Five Euros and Zero Cents only) for the short-term expert. There is no budget for reimbursable expenses.

**Evaluation Criteria**

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

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

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

\* \* \*

**ANNEX 2: Expression of Interest Forms**

[A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT 11](#_Toc267927845)

[B. CURRICULUM VITAE 13](#_Toc267927846)

[C. FINANCIAL PROPOSAL 17](#_Toc267927847)

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

REFERENCE NUMBER: SWAZI/SADC/TRF/2017/2/02

REQUEST FOR SERVICES TITLE: **DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND**

[*Location, Date*]

To: Ministry of Commerce, Industry and Trade

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the *DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND* in accordance with your Request for Expression of Interests number *SWAZI/SADC/TRF/2017/2/02,* dated [*insert date*] for the sum of [*Insert amount(s) in words and figures*1[[1]](#footnote-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]* includeany 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 haves 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.

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]* |
| 1. **First names:**
 | *[insert the names in full]* |
| 1. **Date of birth:**
 | *[insert the date]* |
| 1. **Nationality:**
 | *[insert the country or countries of citizenship]* |
|  |  |
| 1. **Physical address:**
2. **Postal address**
3. **Phone:**
4. **E-mail:**
 | *[insert the physical address]**[Insert Postal Address]**[insert the phone and mobile no.]**[Insert E-mail address(es)* |
| 1. **Education:**
 |  |
|  |  |
| **Institution:****[Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the no.]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |

|  |  |
| --- | --- |
| **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** |
| *[insert the country]* | *[indicate the month and the year]* |
| *................* | *......................* |
| *[insert the country]* | *[indicate the month and the year]* |

**17. Professional experience:**

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

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

***[insert the details]***

***19. Statement:***

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat’s request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above**[[2]](#footnote-2),** 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***

# C. FINANCIAL PROPOSAL

**REFERENCE NUMBER:** SWAZI/SADC/TRF/2017/2/02 – DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[3]](#footnote-3)** | **Unit[[4]](#footnote-4)** | **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[[5]](#footnote-5) | Trip | N/A |  |  |
| 3 | Miscellaneous travel expenses[[6]](#footnote-6) | Trip |  |  |  |
| 4 | Insurances cost, out of which: | Lump sum  |  |  |  |
|  | i) | Life insurance (including repatriation) | Lump sum | N/A |  |  |
|  | ii) | Heath 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:

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

STANDARD TERMS OF CONTRACT

(Individual Consultant)

Reference Number*:* **SWAZI/SADC/TRF/2017/2/02 – DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND**

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

***The Ministry of Commerce, Industry and Trade*** (hereinafter called the “Procuring Entity”) with the registered business in: Inter-ministerial Building, Mhlambanyatsi Road, P. O. Box 451, Mbabane, H100, Swaziland

**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. **Procuring Entity** means the legally entity, namely ***the SADC Secretariat*** who purchase theServices described in Annex 1 to this contract.
	2. **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
	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 “DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND**”**
	4. ” andreflected as such in the Annex 2 of this contract**.**
	5. **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest “SWAZI/SADC/TRF/2017/2/02 – DEVELOPMENT OF AN EPA IMPLEMENTATION STRATEGY AND ACTION PLAN FOR SWAZILAND”
	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).
1. **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.

1. **Payment**
	1. The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
	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. 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.
2. **Status of the Individual Consultant**
	1. For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity’scontractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity’s country.
	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.
	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. 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.
3. **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 Entitymay require in order to confirm that the work in progress is in accordance with these quality procedures.

1. **Compliance with this contract**

The Procuring Entitywill 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. Itmay 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.

1. **Assignment and Subcontracting**
	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.
	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.
2. **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.

1. **Liability of the Individual Consultant**
	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.
	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:
2. the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entitybecomes aware of them;
3. 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
4. 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.
	1. 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.
	2. 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.
5. **Insurance**
	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.
	2. The cost of such insurances will be covered from reimbursable expenses of the contract.
	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.
	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 Entityshall 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.
	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.
6. **Copyright**
	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 Entitymay incur or suffer as a result of the breach by the Individual Consultant of this warranty.

1. **Non-Disclosure & Confidentiality**
	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.
	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 Consultantin relation to the Procuring Entity.
2. **Suspension or Termination**
	1. In response to any factors out of the control of Procuring Entityand/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.
	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.
	3. In the event of early termination of the Contractunder 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.
3. **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 Entityor be taken as a waiver of any of these Terms.

1. **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.

1. **Jurisdiction**

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

**The following Annexes are integral part of this Contract:**

***Annex 1: Terms of Reference***

***Annex 2: Payment Schedule and Requirements***

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

|  |  |
| --- | --- |
| **For the Procuring Entity** | **For the Individual Consultant** |
| **Name :** |  | **Name :** |  |
| **Position :** |  |  |  |
| **Place :** |  | **Place :** |  |
| **Date:**  |  | **Date :** |  |
| **Signature:** |  | **Signature :** |  |

***Annex 1: Terms of Reference***

*[insert the Terms of Reference]*

***Annex 2: Payment Schedule and Requirements***

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[7]](#footnote-7)** | **Unit** | **No. of Units** | **Unit Cost[[8]](#footnote-8)****(in US$)** | **Total****(in US$)** |
| **Fees** | Day |  |  |  |
| **Reimbursable expenses, out of which**  | ***Total*** |  |  |  |
| 1 | Per diem allowances | Day |  |  |  |
| 2 | Flights[[9]](#footnote-9) | Trip |  |  |  |
| 3 | Miscellaneous travel expenses[[10]](#footnote-10) | Trip |  |  |  |
| 4 | Insurances cost, out of which: | Lump sum  |  |  |  |
|  | i) | Life insurance (including repatriation) | Lump sum |  |  |  |
|  | ii) | Heath 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)**  |  |

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

***50%***upon the Procuring Entity’s receipt of the **Result Area 1 - A detailed EPA Implementation Strategy which, being in line with key government economic policies and priorities, and taking into account the changing global trade landscape, will enhance utilization of the negotiated European Union (EU) market for both existing and potential exports. The Strategy will also outline benefits which will accrue to importers and consumers through affordable and quality imports from the EU including the full utilization of TRQs** acceptable to the Procuring Entity;

***50%***upon the Procuring Entity’s receipt of the **Result Area 2 - An Accompanying Costed EPA Implementation Action Plan** acceptable to the Procuring Entity;

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.

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-1)
2. ***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.***  [↑](#footnote-ref-2)
3. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-3)
4. Indicate unit cost.. [↑](#footnote-ref-4)
5. Indicate route of each flight, and if the trip is one- or two-ways [↑](#footnote-ref-5)
6. Provide clear description of what is their exact nature [↑](#footnote-ref-6)
7. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-7)
8. Indicate route of each flight, and if the trip is one- or two-ways. [↑](#footnote-ref-8)
9. Indicate unit cost. [↑](#footnote-ref-9)
10. Provide clear description of what is their exact nature [↑](#footnote-ref-10)