**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF INDIVIDUAL CONSULTANTS**

**REFERENCE NUMBER: BOTSWANA/TRF/01/2017**

**REQUEST FOR SERVICES TITLE:** **TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION**

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

**TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION**

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 **€170,000 (Hundred Seventy Thousand euros) *for expert service/consultant’s 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:BOTSWANA/TRF/01/2017 *–* TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION*”*** in a sealed envelope, should be submitted in our tender box located at the following address:

***Secretary to the Tender Committee***

 **Ministry of Investment, Trade and Industry**

**Private Bag 004, Gaborone**

**Botswana.**

***Attn: Ms. Carla O. Tema***

***Copy: Ms Matilda O. Basinyi***

***Ms. Keatlaretse E. Dintle***

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

***Tuesday 31 October, 2017 at 1600hrs.***

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

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

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

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

(i) PRICES:

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

(ii) EVALUATION AND AWARD OF THE CONTRACT:

Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

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

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

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

(iii) VALIDITY OF THE EXPRESSION OF INTEREST:

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

10. The assignment is expected to commence within two (2) weeks from the signature of the contract.

11. Additional requests for information and clarifications can be made until 10 working days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: ***Ministry of Investment, Trade and Industry***

Contact person: ***Ms Carla Onkabetse Tema***

 ***Ms Matilda O. Basinyi***

 ***Ms. Keatlaretse E Dintle***

 Telephone:***+267 3924580/ +267 75258454***

 ***E-mail:*** ***tema@botc.org.bw******;***

 ***Copy:*** ***mbasinyi@gov.bw******;***

***carlaotema@yahoo.co.uk******;***

 ***kedintle@gov.bw******;***

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the **SADC Secretariat’s website** alongside the procurement notice at the latest 7 working days before the deadline for submission of the proposals.

**ANNEXES:**

ANNEX 1: **Terms of Reference**

ANNEX 2**: Expression of Interest Forms**

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

**Sincerely,**

*\_\_\_\_\_\_\_\_\_\_(signature)\_\_\_\_\_\_\_\_\_\_\_\_*

**Name:** Ms Matilda O. Basinyi

**Title:** Procurement Manager

**Date:** 10/10/2017

ANNEX I: TERMS OF REFERENCE

**TERMS OF REFERENCE FOR A** **TECHNICAL ADVISOR TO**

**PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES**

**TO THE BOTSWANA TRADE COMMISSION**

**BACKGROUND INFORMATION**

* 1. The EU-SADC EPA, in Article 13 provides for the cooperation of Parties in institutional capacity building. It commits the Parties to support institutional structures with capacity building measures with respect to the management of the implementation of the EPA, capacity building for trade negotiations and for trade policy development and implementation. Article 15 provides for the identification of the intervention areas of such capacity building, which include: policy development; legislation and regulatory framework development; training; technical advisory services; and cooperation including equipment, materials and related works.
	2. Further, the EPA under Chapter II recognises the right of the Parties to apply trade defence instruments. In Article 32, it provides for the application of antidumping or countervailing measures to be governed by the relevant WTO Agreements, and disputes related to these measures can only be settled through the WTO dispute settlement procedures.
	3. Against this background, the Government of Botswana took steps to improve the legal and institutional framework to ensure a conducive trading environment. The measures taken include the establishment of the Botswana Trade Commission. This is consistent with the SADC Trade Protocol which, in Annex V (Article 1) commits Member States to develop internal capacities for trade development.
	4. The Botswana Trade Commission (BOTC) was established by an Act of Parliament namely the Botswana Trade Commission Act of 2013, as a statutory body. The Act was promulgated pursuant to Article 14 of the Southern African Customs Union (SACU) Agreement of 2002, which provides for the establishment of “specialised, independent and dedicated National Bodies which shall be entrusted with receiving requests for tariff changes and other related matters raised by Member States.”
	5. The Commission was is mandated to regulate, inter alia, the import and export of goods. In order to fulfil this mandate, the Commission is expected to carry out a wide range of functions. The Commission is required to (i) investigate and determine the impact of tariffs in Botswana’s exports and imports and provide written recommendations regarding any tariff change; (ii) investigate allegations of dumping, subsidised exports and import surges that affect Botswana’s trade performance; (iii) formulate guidelines for the application of trade remedies and tariff amendments within Botswana; (iv) assess and determine the eligibility for infant industry protection; and (v) investigate trade matters that are referred to the Commission by the Minister.
	6. The Botswana Trade Commission is still new and has not yet embarked on fully performing its mandate. The Commission has a current compliment of six (6) staff members, comprising the Chief Executive Officer, Director (Tariff Investigations and Research), Director (Trade Remedies, Import and Export Control), Director (Corporate Services), Legal Services Manager and Human Resource Business Partner.
	7. With the support of the SADC Trade Related Facility (TRF), which is a EU-funded financial and technical support for the effective implementation of the SADC Trade Protocol and the SADC-EU Economic Partnership Agreement, the Commission will undertake a number of activities to enhance its capacity, focusing on the following areas:

Training needs assessment, building on the Commission’s Departmental profiles;

Capacity building activities on trade remedies, tariff investigations, trade data analysis, trade negotiation skills, dispute settlement etc;

Development of training modules on the five training themes/areas at (ii) above;

Staff exchange programmes to enhance their technical capacities;

Undertaking impact assessment studies, market studies and related awareness campaigns;

Drafting of the regulations for the BOTC Act to facilitate enforcement; and

Development of the information management system, including the website, Resource Centre and procurement and installation of the necessary equipment.

* 1. For the above activities to be implemented, BOTC wishes to engage the services of a resident Technical Advisor (or the Consultant), with expertise in the management and application of trade defence instruments, tariff management and administration and knowledge on the required legal framework. The Technical Advisor is required to provide technical services on all aspects related to needs assessment and mentoring/capacity building in the Commission; the drafting of regulations for the BOTC Act; development of an information management system; and any other service that the Commission may require in the fulfilment of its mandate.
	2. The resident Technical Advisor will conduct all the necessary advisory activities to smoothly implement BOTC capacity building projects and will provide guidance on the day-to-day implementation of the project.

**OBJECTIVE, PURPOSE & EXPECTED RESULTS**

**2.1 Overall Objective**

The overall objective of the assignment is to provide expert advice, strategic guidance and capacity building for the staff of the Commission in the field of trade remedies, international trade administration and trade related issues in order for Botswana Trade Commission to effectively carry out its mandate.

**2.2 Results to be Achieved by the Contractor**

**Result 1:** Needs assessment report and proposed interventions.

**Result 2:** Project management for TRF BOTC component.

**Result 3:** Mentoring and training/attachment/internships.

**Result 4:** Development of training manuals.

**Result 5:** Development of Draft Regulations**.**

**Result 6:** Development of ToRs for short term experts and management

 of short term experts.

**Result 7:** Backstopping the technical staff.

**SCOPE OF WORK**

**3.1 Specific Work**

  The Technical Advisor will:

1. Provide technical expertise and strategic guidance to all project components;
2. Conduct capacity needs assessment for technical officers, propose necessary interventions to beef up the capacity and recommend best aproaches;
3. Based on the needs assessment report, facilitate the acquisition of consultancy services required – i.e. propose and facilitate attachments; ensure that technical contracts meet the highest standards; provide input into the development of Terms of Reference for other consultants; and assist with selection process;
4. Coordinate effective implementation of the TRF project with respect to BOTC component;
5. Coordinate the work of all consultants ensuring the timely delivery of expected outputs; and
6. Provide training and backstopping services where necessary.

**3.2 Project Management**

* + 1. **Responsible Body**

The Botswana Trade Commission will be responsible for managing this contract. For purposes of this assignment, the Contract Manager is the Chief Executive Officer.

* + 1. **Management Structure**

The Contracting Authority is the Ministry of Investment, Trade and Industry. The TRF Project has a Project Management Unit (PMU) based at this Ministry. The PMU will be assisting with all project coordination work. The Botswana Trade Commission is the beneficiary of this contract and therefore will be managing the implementation of this assignment.

The consultant will report directly to the Botswana Trade Commission. The Botswana Trade Commission will be responsible for receiving and accepting deliverables under this contract. The Ministry of Investment, Trade and Industry will be responsible for authorizing all payments under this contract.

**LOGISTICS AND TIMING**

**4.1 Location**

The duty station will be the Botswana Trade Commission Offices in Gaborone, Botswana.

**4.2 Start Date and Period of Implementation**

It is expected that the assignment will begin on 1st November, 2017. However, the precise date will be dependent on the tender process and will be agreed in consultation with the Botswana Trade Commission and the Contractor. The contract will be for a period of eighteen (18) months.

**4.3 Office Accommodation**

Office accommodation for each expert working on the contract is to be provided by the Botswana Trade Commission fully furnished and equipped with WIFI internet access, telephone access, printing facilities, printing paper etc.

**EXPERTISE REQUIRED AND QUALIFICATION**

* 1. **Education and Training**

A university Degree (minimim Masters level or equivalent) in international trade law, economics or any related social science discipline or field with specialisation in trade and trade related issues.

* 1. **Specific Professional Experience/Skills**
1. At least 15 years of professional experience working in the field of International Trade/Law specialising in trade remedies. (safeguard measures, antidumping and countervailing measures and subsidies).
2. Experience in tariff setting and investigations.
3. Experience in providing institutional capacity building on trade remedies, tariff investigations and related issues.
4. Excellent knowledge of the multilateral trading system, WTO rules and Agreements, and the issues currently under negotiation at the WTO and Regional Trade Agreements.
5. Must have traceable evidence of having done similar assignments.
6. Experience of working and collaborating with institutions dealing with trade remedies, tariff administration and related issues.
7. Ability to coordinate a team of experts.
8. Understanding of the SACU trade regime is an added advantage.
	1. **General Skills**
9. Minimum of 10 years general working experience in similar or related field. Must have good networking skills, public speaking, excellent written and oral skills and computer literate.

***The consultant must be independent and free from conflict of interest in the responsibilities he/she takes on.***

**REPORTS**

* 1. **Reporting Requirement**

In addition to any documents, reports and output specified under the duties and responsibilities in these ToR, the Consultant 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 **2 weeks** after the start of implementation |
| Draft Final Report | Short description of achievements including problems encountered and recommendations. | No later than **1 month** before the end of the implementation period.  |
| Final Report | Description of achievements including problems encountered and recommendations; a final invoice  | Within **1 week** of receiving comments on the draft final report from the Project Manager identified in the contract. |

**6.2 Submission and Approval of Reports**

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

**MONITORING AND EVALUATION**

7.1 The success of this project will be judged by the delivery of the required outputs and the fullfillment of the Project objectives. The consultant will be expected to prepare brief monthly status reports where he/she reports on progress made towards achieving the outputs for the previous month and presents an outline of activities for the following month.

7.2 Comments on the Status Reports will be provided by the Contract Manager within one week of submission.

7.3 The consultant will be expected to provide (cumulative) quartely, bi-annual and annual progress reports detailing results achieved during the reporting period. Comments on the Progress Reports will be provided by the Contract Manager within two weeks of submission.

7.4 The consultant will submit brief mission reports within five (5) days of completing a mission per the workplan.

7.5 The consultant will also be expected to participate in programme coordination, monitoring and Steering Commitee meetings as requested by the Contract Manager.

**BUDGET**

8.1The maximum available budget for this contract is €170 000.00 (One Hundred Seventy Thousand Euros). This amount is all inclusive and covers the remuneration, travelling, rental, transport, utilities and incidentals and any tax payable. Reimbursable expenses will be included in the contract.

**EVALUATION CRITERIA**

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

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

**Award criteria:**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: BOTSWANA/TRF/01/2017**

**REQUEST FOR SERVICES TITLE:** **TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION**

[*Location, Date*]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the *TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION* in accordance with your Request for Expression of Interest number *BOTSWANA/TRF/01/2017* 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:** BOTSWANA/TRF/01/2017

**REQUEST FOR SERVICES TITLE:** TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **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:** BOTSWANA/TRF/01/2017; **REQUEST FOR SERVICES TITLE:** TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION

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

***The SADC Secretariat*** (hereinafter called the “Procuring Entity”) with the registered business in: *Plot 54385 CBD, Private Bag 0095, Gaborone, Botswana*

**and, on the other hand,**

***[Insert the full name of the individual]***(Hereinafter called the “Individual Consultant”), with residence in***[insert the Individual Consultant’ address, phone, fax, email],*** citizen of ***[insert the Individual Consultant’s citizenship]*** owner of the ID/Passport Number ***[insert the number]*** issued on ***[insert the date]* by*****[insert the name of the issuance authority],***

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Definitions**

For the purpose of this contract the following definitions shall be used:

* 1. **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 “TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION**”**
	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 “BOTSWANA/TRF/01/2017 – TECHNICAL ADVISOR TO PROVIDE INSTITUTIONAL CAPACITY BUILDING SERVICES TO THE BOTSWANA TRADE COMMISSION”
	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 authorised 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 Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts in regard to any claim or matter arising under this contract.

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

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

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

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

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

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

*[insert the Terms of Reference]*

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

* 1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of 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:

*The payment schedule for the remuneration will be agreed with the successful applicant during contract negotiations.*

*The Contracting Authority however proposes that the payment of consultant’s remuneration/fees will be in equal monthly instalments on submission of invoices supported by timesheets approved by the Contract Manager.*

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)