



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

**REFERENCE NUMBER: SADC/TRF/2017/1/08
REQUEST TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY
(SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE
CHEMISTRY LAB**

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

**SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO
DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY
LAB AT SWASA**

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;*

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

- 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 **€10,000.00 (Ten Thousand, 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: SADC/TRF/2017/1/07 –TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FESEABILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA”** 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, Eswatini
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:
- 3rd July, 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.

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

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

(i) **PRICES:**

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

(ii) **EVALUATION AND AWARD OF THE CONTRACT:**

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: mnquni2014@gmail.com; pmndawe@swasa.co.sz

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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, 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: 06 June, 2017

ANNEX 1: TERMS OF REFERENCE

TERMS OF REFERENCE TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA.

1. BACKGROUND INFORMATION

1.1. PROCURING ENTITY

The Ministry of Commerce, Industry and Trade – Kingdom of Swaziland

1.2. NAME OF END BENEFICIARY

The Swaziland Standards Authority (SWASA)

1.3. ASSIGNMENT LOCATION

The Kingdom of Swaziland

1.4. BACKGROUND

The Swaziland Standards Authority (SWASA) is a corporate body established by the Swaziland Government through the enactment of the Standards and Quality Act No. 10 of 2003. The mandate of the Authority is to be the national custodian and advocate for the use of standards and quality principles in Swaziland. SWASA's mission is to promote quality principles and facilitate the use of standards to reduce technical barriers to trade and investment and to provide technical support for SMMEs and industrial development in order to ensure a sustainable Swazi economy.

SWASA, as the premier Standards and Certification Body of the Kingdom of Swaziland, is moving towards being a fully-fledged standards and conformity assessment (certification, industrial metrology and testing laboratories) service provider. Services offered by SWASA include: Standards development, Certification services, standards based training, and standards sales.

The Government of Swaziland acknowledges that a country's national and international competitiveness – how well it compares in its ability to support excellence in the production of goods and services – is influenced by an extensive array of factors. These include the state of the macroeconomic environment, the sophistication and innovative capabilities of its companies, the efficiency of factor markets, the degree of collaboration between the business and educational establishments, the excellence of the infrastructure, and the size of its markets, both domestic and foreign, to name but some.

Standards are a critical issue for manufacturing competitiveness in global markets, as they can facilitate international trade, or they may impede access to foreign markets.

In order to increase exports, the competitiveness of the country and its enterprises, standards and conformity assessment activities have become key issues. In relation to this, the Swaziland Government through the Ministry of Commerce, Industry and Trade developed the National Regulatory and Quality Policy (NRQP) 2010 which aims to encourage the use of national, regional and international standards and certification bodies.

The SWASA Quality Assurance Department offers a wide range of third-party conformity assessment activities covering the major management system standards as well as product certification schemes.

Challenges:

The lack of a coherent conformity assessment infrastructure dates as far back as pre-independence. Prior to the establishment of SWASA in 2007, the absence of the National Standards Body (NSB) in Swaziland and

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

accredited Conformity Assessment bodies has in the past unduly hindered exports from Swaziland. This resulted in local companies seeking for standardisation and certification services from external bodies such as the South African Bureau of Standards (SABS), TÜV Rhineland, and DEKRA etc.

The lack of office and laboratory infrastructure makes it difficult to stabilize the operations of the organization to be able to compete with similar organizations mostly from outside Swaziland.

The lack of accreditation makes it difficult to market products as well. SWASA is in the process of rolling out its certification services and this strategy will focus certification on ISO 9001 certification first in order to build credibility and staff expertise.

SWASA still has insufficient measuring instruments, expertise, as such, this hinders the prospects of having the country to fully trade with the rest of its markets.

These challenges mentioned above are the main source of the incapacity of Swaziland to implement standards and conformity assessment. The Swazi market is, in general, insufficiently large for foreign investors to consider, but the country's membership in SACU, SADC and COMESA provides access to a very large regional marketplace and its access to other markets, notably the EU and the U.S under the AGOA initiative are other important markets. This is a considerable advantage in promoting standardisation and certification in priority sectors.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the project is as follows:

To support SWASA to kick start the process to establish a Chemistry Lab for certifying products.

2.2. Purpose

The purpose of this contract is as follows:

- Engage an international expert to develop the feasibility and business plan for the chemistry lab at the SWASA.
- Conduct a stakeholders' workshop to review the feasibility study and business plan of the proposed chemistry laboratory

2.3. Results to be achieved by the Contractor

- Result Area 1: Develop a feasibility and business plan for the chemistry lab at SWASA.
- Result Area 2: Conduct a stakeholders' workshop to review the feasibility study and business plan.

3. SCOPE OF THE WORK

3.1. Specific work

- Prepare and document a feasibility and business plan for the chemistry lab at SWASA
- Conduct a stakeholders' workshop to review the feasibility study and business plan.

3.2. Project management

3.2.1 Responsible Body

The Swaziland Standards Authority (SWASA) will be responsible for the day to day management of this contract

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

3.2.2 Project Management Structure

The International Trade Department has set up a Project Management Unit (PMU) to assist with the management of the overall SADC TRF project. The PMU is responsible for financial, operational and day to day management of the project including the management of services. SWASA as a beneficiary has set up a task which is led by the Technical Manager – Standards, who shall be the overseer of this activity.

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

SWASA will provide office space, furniture, internet connectivity, and transport for all local travel upon prior arrangement and request.

4. LOGISTICS AND TIMING

4.1. Location

The contract will be implemented in the Kingdom of Swaziland, SWASA premises in Matsapha.

4.2 Start date & period of implementation

The intended start date is 6th August, 2018 and the period of implementation of the contract will be 3 months from this date.

5. REQUIREMENTS

5.1. Candidate Profile

Education and Training (20 points)

- A postgraduate degree in Natural Sciences or related areas
- At least 5 years' experience in development and operation of a Chemistry Laboratory
- Experience in implementing ISO/IEC 17025

General Skills (10 points)

- practical experience in the field of Standardization Quality Assurance Accreditation and Metrology (SQAM)

Specific professional experience (70 points)

- Demonstrated knowledge and experience in chemical laboratory activities.
- Proven track record of their involvement in a similar exercise.
- Knowledge and awareness of challenges faced by developing countries
- fluency in written and spoken English

6.1. Facilities to be provided by the Contractor

The consultant will be provided with supporting materials where necessary. the consultant should have his/her own laptop.

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

6.2. REPORTS

6.2.1. Reporting requirements

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

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 30 working days before the end of the implementation period.
Final Report	Description of achievements including problems encountered and recommendations; a final invoice	Within 10 working days of receiving comments on the draft final report from the Project Manager identified in the contract.

6.3. Submission & approval of reports

Copies of the reports referred to above must be submitted to the Project Manager (Technical Manager at SWASA) as identified in the contract. The reports must be written in English. The contractor will submit one soft copy and Five (5) neatly bound copies of the above reports. The Project Manager and Executive Officer are responsible for approving the reports.

Budget

The available budget for this contract is **€ 10 000.00 (Ten thousand Euros only)**. This amount includes the remuneration for consultants (fees) and reimbursable expenses.

The maximum budget for reimbursable expenses is **€ 1 000 (One Thousand Euros Only)**. This provision must be included in the budget table to cover reimbursable expenses. This amount shall be included without modification in the Bidder's Financial Proposal. These are expenses associated with the assignment already costed by the contracting authority and will only be reimbursed against required supporting documentation.

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.*)

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

REFERENCE NUMBER: SADC/TRF/2017/1/08

REQUEST FOR SERVICES TITLE: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services to **SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA** in accordance with your Request for Expression of Interests number [Reference number], dated [insert date] for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and ["does" or "does not" delete as applicable] include any of the following taxes in Procuring Entity's country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

- 5. **Physical address:** *[insert the physical address]*
- 6. **Postal address**
- 7. **Phone:** *[Insert Postal Address]*
- 8. **E-mail:** *[insert the phone and mobile no.]*
[Insert E-mail address(es)]

- 9. **Education:**

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

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

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

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

16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

17. Professional experience:

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

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

18. Other relevant information: (e.g. Publications)

[insert the details]

19. Statement:

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

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the Ministry of Trade to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

REFERENCE NUMBER: SADC/TRF/2017/1/08– TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

³ Delete items that are not applicable or add other items as the case may be.

⁴ Indicate unit cost..

⁵ Indicate route of each flight, and if the trip is one- or two-ways

⁶ Provide clear description of what is their exact nature

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

Reference Number: **SADC/TRF/2017/1/08– TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA**

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, Eswatini

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely ***the SADC Secretariat*** who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated ***[insert the date]*** for the project “TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA”
- 1.4 ” and reflected as such in the Annex 2 of this contract.
- 1.5 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest “SADC/TRF/2017/1/07- TO SUPPORT THE SWAZILAND STANDARDS

AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA”

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

2. The Services

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

3. Payment

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

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

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

4. Status of the Individual Consultant

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

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

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

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

5. Supervision of the Services

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

6. Compliance with this contract

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

7. Assignment and Subcontracting

- 7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.
- 7.2 When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

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

9. Liability of the Individual Consultant

- 9.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims,

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

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

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

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

10. Insurance

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

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

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

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

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

11. Copyright

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

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

12. Non-Disclosure & Confidentiality

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

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

13. Suspension or Termination

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

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

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

14. No Waiver

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

15. Variations

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

16. Jurisdiction

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

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

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

Annex 1: 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	Unit	No. of Units	Unit Cost ⁸ (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day			
2	Flights ⁹	Trip			
3	Miscellaneous travel expenses ¹⁰	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month			
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees)					

⁷ Delete items that are not applicable or add other items as the case may be.

⁸ Indicate route of each flight, and if the trip is one- or two-ways.

⁹ Indicate unit cost.

¹⁰ Provide clear description of what is their exact nature

REFERENCE NUMBER: SADC/TRF/2017/1/08: TO SUPPORT THE SWAZILAND STANDARDS AUTHORITY (SWASA) TO DEVELOP A FEASIBILITY AND BUSINESS PLAN FOR THE CHEMISTRY LAB AT SWASA

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

30% upon the Procuring Entity's receipt of the *Inception Report* acceptable to the Procuring Entity;

70% upon the Purchaser's receipt of the final report, acceptable to the Procuring Entity.

3. **Payment Conditions:**

4. 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