REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

REFERENCE NUMBER: SADC/TFI/2017/1/14

DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES

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

DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES

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 €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/2017/1/14 – DEVELOPING A COMMUNICATION STRATEGY AND ACTION PLAN FOR QUALITY ISSUES” 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:

20th March, 2019 at 1600 hrs CAT

7. Proposals submitted by Fax or E-mail are acceptable.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum points allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Education and Training</td>
<td>20</td>
</tr>
<tr>
<td>2 Specific Experience</td>
<td>70</td>
</tr>
<tr>
<td>3 General Experience</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>
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:** mnguni2014@gmail.com; dlamini.phindile39@gmail.com

    The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat’s website, International Trade Department website, Swaziland Tourism Authority 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,

__________________________
(sigature)

Name: Mr. Muntu M. Almeida
Title: TRF Project Manager
Date: 26th February, 2019
ANNEX 1: TERMS OF REFERENCE FOR CONSULTANCY IN DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES

1. BACKGROUND INFORMATION

1.1. BACKGROUND

The kingdom of Eswatini is a small, landlocked, open economy, with close trade and financial ties with South Africa. Around 70 percent of Eswatini’s 1.1 million people are based in rural areas, with livelihoods predominantly dependent on subsistence agriculture. The Swazi economy is mainly driven by its membership of the South African Customs Union (SACU) and the common monetary area (CMA). SACU revenues make up almost 60 percent of government revenue through the country’s membership to the CMA, the Swazi lilangeni exchanges at parity with the rand, this also is legal tender in the country to support rapid economic development underpinned by strong growth of manufacturing, the delivery of quality and standardized products and services to local and international markets which is critical.

In 2010, the Government of Eswatini developed the National Regulatory and Quality (NRQ) Policy. This policy aims at giving direction and guideline for the establishment of institutions, structures and systems for the preparation, adoption and application of standards, technical regulations and carrying out conformity assessment activities.

By developing this policy, the government of the kingdom of Eswatini desires to achieve sound Economic development in the areas of regulatory and quality infrastructure that will improve the standard of living of its people. At the current rate of globalization, observations and research reveal that a quality infrastructure that meets international best practices has a crucial role to play in technology transfer resulting in improved productivity, trade and overall national advancement.

One of the major reforms undertaken in 2010 was the approval and adoption of the National Regulatory and Quality Policy (NRQP) and its Implementation plan of 2013. The policy is aimed at directing the establishment and implementation of the national institutions, systems and structures that are responsible for Quality Policy Development and Implementation, Quality Promotion, Accreditation, Technical Regulations Coordination, Standardization, Conformity Assessment and Metrology.

Core Policy Statement number 3 of the NRQ Policy states that the Government of the Kingdom of Eswatini will promote quality in the society by initiating a National Quality Movement which will raise awareness of the general public. It is in this view that the Regulatory and Quality Infrastructure Development Department seeks to develop a communication strategy that will ensure that all significant information is dispersed to the correct audiences.

A communication strategy ensures that all significant information is dispersed to the correct people both internally and externally. Having all people on the page on quality
issues is essential because it will help the public understand and embrace quality which leads to a society that is quality conscious. It will also help the public and relevant stakeholders to be engaged effectively on quality issues thus changing their perception and behavior on quality issues.

**Current Situation in the Sector**

Since the establishment of the Regulatory and Quality Infrastructure Development Department little has been achieved in terms of promoting quality issues especially to the general public. Most workshops and seminars on quality issues that were conducted were targeting industry and quality infrastructure institutions leaving out the general public. The communication strategy will assist to reach out to all target audiences thus inculcating the quality culture in the Eswatini society.

**2.0 OBJECTIVE, PURPOSE & EXPECTED RESULTS**

**2.1. Overall objective**

The overall objective is to develop a communications strategy aimed at increasing awareness and knowledge on quality issues to the general public.

**2.2 Specific Objectives**

- To develop a multi-media communications strategy that will identify specific objectives for raising awareness amongst target audiences.
- To develop a communications strategy for the Quality Promotions Programme to enhance the awareness, understanding, and knowledge of quality issues by the public and other stakeholders.
- To develop information-education-communication (IEC) materials on Quality issues for different target groups, including design, graphics, layout and publication of IEC materials, project reports, etc., and utilization of social media to promote Quality issues.
- To prepare a one year detailed work plan with clear deliverables, indicators and tools for the implementation of the strategy.
- To develop a monitoring and evaluation framework for the communication strategy.
- To prepare a detailed budget for the implementation of a one-year work plan.
- To specify appropriate communication channels, dissemination methods and media such as video, print, web/online media, traditional media, and social media, among others, to effectively communicate key messages to specific stakeholders.
2.3 Purpose
The purpose of this contract is to develop a communications strategy on standardization and quality issues and design and package the message for different communication channels and for creating awareness on quality issues by the public and relevant stakeholders.

2.4. Results to be achieved by the Contractor
The following must be achieved by the contractor;
- A communications strategy and implementation plan developed
- IEC materials developed
- Relevant communication channels identified

3.0 SCOPE OF THE WORK

3.1 Specific work
- Identification of Stakeholders for the communications strategy;
- Development of a communications strategy and costed implementation plan;
- Development of IEC materials;
- To undertake consultations with relevant stakeholders across all sectors to gather inputs on the strategy development process;
- To formulate the strategy and make recommendations for its implementation in the short, medium and long term, including an inclusive institutional framework for effective implementation;
- Development of a monitoring and evaluation tool; and
- Development of a work plan and detailed budget.

3.2. Project Management
3.2.1. Responsible Body
The Regulatory and Quality Infrastructure Development (RQID) Department in the Ministry of Commerce, Industry and Trade is responsible for the management of the contract.

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

3.2.3. Facilities to be provided by the Contracting Authority and/or other parties
The Expert is advised that the Regulatory and Quality Infrastructure Development (RQID) Department will provide the following:
• A working space for the Expert during the project.

4. LOGISTICS AND TIMING

4.1 Location

The workshop will take place in Mbabane Eswatini.

4.2 Start date & period of implementation

The intended start date is 1st April 2019 and the period of implementation of the contract will be **90 Working Days** from this date.

5. REQUIREMENTS

5.1 Candidate Profile

**Education and Training (20 points)**

The individual consultant shall possess the following minimum qualifications and skills

- Degree in Mass Communication, Journalism, Media studies, Public Relations, Marketing, advertising and related fields
- Masters’ Degree in any relevant field

**General skills and experience (10 points)**

- Advanced Knowledge and application of Communication Principles and practices
- Experience in working in mass-media and packaging change-focused messages
- Excellent oral and written communication skills with ability to present complex material in simple understandable formats/ways
- Knowledge of social media advertising and social marketing
- Designing, and implementing communications strategies;
- Monitoring and conceptual skills;

**Specific professional experience (70 points)**

- Knowledge of the global and national trends on technical barriers to trade
- Familiarity with quality infrastructure and SPS environments that impact on trade, consumers’ and environmental safety; and fair trade practices
- At least five years of working experience in communications relevant to standardization, metrology, conformity assessment and accreditation (SMCA) issues
- Ability to develop, promote, implement, monitor and evaluate Communications Policies and Strategies;
- Knowledge and application of ICT in communicating on quality, health, and trade related services and products;
- Working experience with standardization bodies in general will be an added advantage;
- Proven experience in report writing and drafting Communications Strategy
Documents;

- Relevant experience in working on similar or related consultancies for government, regional or international organizations. Knowledge of the quality institutions in Eswatini is essential.

Support staff & backstopping
The Regulatory and Quality Infrastructure Development (RQID) Department will provide support facilities to the expert (back-stopping) during the implementation of the contract.

5.2 Office accommodation
Office accommodation of a reasonable standard and of approximately 10 square metres for the expert working on the contract is to be provided by the Regulatory and Quality Infrastructure Development (RQID) Department:
The costs of the office accommodation are to be covered by the provision for incidental expenditure. The cost per square metre must be in line with the prevailing local market rate for office accommodation of a reasonable standard.

6.0 REPORTS

6.1 Reporting requirements

To summarize, 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:

<table>
<thead>
<tr>
<th>Name of report</th>
<th>Content</th>
<th>Time of submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception</td>
<td>Situation analysis and work plan</td>
<td>No later than 10 days after the start of implementation</td>
</tr>
<tr>
<td>Draft Final Strategy and Implementation Plan</td>
<td>Outline of the draft communication Strategy and Implementation Plan.</td>
<td>Not later than one month before the end of the implementation period.</td>
</tr>
<tr>
<td>Final Report</td>
<td>Description of achievements including problems encountered and recommendations; a final invoice</td>
<td>Within 5 working days after completion of the assignment.</td>
</tr>
</tbody>
</table>

6.2 Submission & approval of reports

Both hard and soft copies of the reports referred to above must be first submitted to the Chief Quality Systems Administrator before handing over to the Project Manager identified in the contract. The reports must be written in English. The Project Manager is responsible for approving the reports.
7.0 Budget
The available budget for this contract is **EUR 10 000 (Ten Thousand Euros Only)**. This amount includes the remuneration for consultants (fees) and reimbursable expenses. The maximum budget for reimbursable expenses is **EUR 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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education and Training</td>
<td>20</td>
</tr>
<tr>
<td>Specific Experience</td>
<td>70</td>
</tr>
<tr>
<td>General Skills</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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

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

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT .......................................................................................................................... 12
B. CURRICULUM VITAE .................................................................................. 14
C. FINANCIAL PROPOSAL .............................................................................. 18
A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

REFERENCE NUMBER: SADC/TRF/2017/1/14

REQUEST FOR SERVICES TITLE: DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES 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 figures$1]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and ["does" or "does not" delete as applicable] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;

b) they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);

c) they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;

d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;

e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat financial interests; or

f) they are being currently subject to an administrative penalty.

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

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

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

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

<table>
<thead>
<tr>
<th>Language</th>
<th>Reading</th>
<th>Speaking</th>
<th>Writing</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert the language]</td>
<td>[insert the no.]</td>
<td>[insert the no.]</td>
<td>[insert the no.]</td>
</tr>
<tr>
<td>[insert the no.]</td>
<td>[insert the no.]</td>
<td>[insert the no.]</td>
<td>[insert the no.]</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Country</th>
<th>Date from - Date to</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert the country]</td>
<td>[indicate the month and the year]</td>
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<td>................</td>
<td>................</td>
</tr>
<tr>
<td>[insert the country]</td>
<td>[indicate the month and the year]</td>
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</tbody>
</table>
17. Professional experience:

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

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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/2017/1/14

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

**TOTAL FINANCIAL OFFER (Fees)**

Signature [In full and initials]: ________________________________

Name and Title of Signatory: ________________________________

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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
ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS
STANDARD TERMS OF CONTRACT

(Individual Consultant)

Reference Number: SADC/TRF/2017/1/14

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 “DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES”

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/2017/1/14 – DEVELOPING A COMMUNICATIONS STRATEGY AND ACTION PLAN FOR QUALITY ISSUES”

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
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, 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.

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:

<table>
<thead>
<tr>
<th>For the Procuring Entity</th>
<th>For the Individual Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Place:</td>
<td>Place:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</th>
<th>Unit</th>
<th>No. of Units</th>
<th>Unit Cost(^8) (in Euro)</th>
<th>Total (in Euro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursable expenses, out of which</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Flights(^9)</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Miscellaneous travel expenses(^10)</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Insurances cost, out of which:</td>
<td>Lump sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Life insurance (including repatriation)</td>
<td>Lump sum</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>ii) Health insurance</td>
<td>Lump sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) Third party liability insurance</td>
<td>Lump sum</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>iv) Professional liability insurance</td>
<td>Lump sum</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Drafting, reproduction of reports</td>
<td>Lump sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Office rent</td>
<td>Per month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Others(^4)</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL FINANCIAL OFFER (Fees)

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

\(^7\) 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
30% upon the Procuring Entity’s receipt of the inception report.

70% upon the Procuring Entity’s receipt of final report, final strategy and implementation plan.

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.