



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

REFERENCE NUMBER: BOTSWANA/TRF/BURS/01/2020

REQUEST FOR SERVICES TITLE:
CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO THE
BOTSWANA CUSTOMS ACT AND DEVELOP THE TRAINING MATERIAL

DATE OF ISSUE: 20 MAY 2020

REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

REFERENCE NUMBER: BOTSWANA/TRF/BURS/01/2020

**REQUEST FOR SERVICES TITLE: CONTRACT TO QUALITY ASSURE
DRAFT REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND
DEVELOP THE TRAINING MATERIAL**

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

**CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO
THE BOTSWANA CUSTOMS ACT AND DEVELOP TRAINING
MATERIAL**

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

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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 available budget for this Contract is **Euro € 75,000**. This amount includes the remuneration for consultant (fees) and reimbursable expenses.

The maximum budget for reimbursable expenses is **Euro € 10,000**. This amount shall be included without modification in the Bidder's Financial Proposal.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as **Annex 2** to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.
5. Your proposal clearly marked "**REFERENCE NUMBER: BOTSWANA/TRF/BURS/01/2020-CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND DEVELOP TRAINING MATERIAL**" in a sealed envelope, should be submitted in our tender box located at the following address:

***Secretary to the Tender Committee
Ministry of Investment, Trade and Industry
Private Bag 004, Gaborone
Botswana.***

***Attention: HWANANO MARIPE
MABEL MPOFU
BOITUMELO SEBONEGO***

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

17 JUNE 2020 AT 1000HRS.

7. **Applications submitted by Fax or E-mail *are* acceptable.**
8. Your CV will be evaluated against the following criteria.

	Criteria	Maximum points allocated
1	Education and Training	15
2	Specific Experience	70
3	General Experience	15
	Total	100

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

(i) **PRICES:**

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

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

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

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

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

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

(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**

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

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10. The assignment is expected to commence within two (2) weeks from the signature of the contract.
11. Additional requests for information and clarifications can be made until 10 working days prior to deadline indicated in the paragraph 6 above, from:

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

Contact person:

***Attention: HWANANO MARIPE
MABEL MPOFU
BOITUMELO SEBONEGO
SIMON RAMARETLWA***

E-mail: hcmaripe@gmail.com;

Copy: bmsebonego@gmail.com; Mabel.mpofu@gmail.com;
sramaretlwa@burs.org.bw

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

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

Sincerely,

Name: Ms Boitumelo Sebonego

Title: SADC TRF Focal Point

Date: 20 MAY 2020

ANNEX I: TERMS OF REFERENCE

Consultant to quality assure Draft Regulations to the Botswana Customs Act and develop the training material

1.0 Background

- 1.01 Cross border trade requires not only new procedures and policies but also the underpinning legal framework to embrace the 21st century Customs challenges and the modern Customs techniques to address the challenges. The World Customs Organisation (WCO) has developed a set of instruments to assist Customs administrations to effectively address the new challenges and enhance the execution of traditional Customs roles. These instruments include the Revised Kyoto Convention that serves as a benchmark for acceptable international Customs standards, the SAFE Framework of Standards to facilitate trade and various other conventions of the WCO. All of these instruments provide a basis and guide for Customs legislative reform.
- 1.02 In recognition of the realities and challenges Customs is facing, in April 2014 Cabinet directed the Botswana Unified Revenue Service (BURS) to initiate a project to rewrite the Customs and Excise Duty Act. The Directive unequivocally ordered that BURS should come up with a modern Customs law that will enable for simple, transparent and predictable customs procedures and processes, in line with international best practices. BURS commenced the project in May 2014 and a Layman's draft of a modern Customs Law was duly completed with the assistance of a consultant in May 2015. As per the Cabinet Directive, the draft Bill is aligned to the SADC Protocol on trade; WCO's Revised Kyoto Convention and has incorporated all relevant aspects of the WTO Trade Facilitation Agreement. Parliament enacted the Customs Act 27th August 2018.
- 1.03 Regulations to the Act which will go a long way in bringing about an environment that provides the trading community as well as other stakeholders with transparent, predictable and simple Customs processes and procedures that facilitate fast clearance of legitimate goods whilst ensuring that Customs' ability to collect optimum revenue is enhanced has been drafted internally

2.0 Goal of the Assignment

The overall goal of the assignment is to deliver a set of Draft Regulations to the newly drafted Customs Act in line with the

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provisions and standards set by national and international Customs and other legal instruments with relevance to Botswana.

3.0 Overall Objectives

- i. To quality assure developed Draft Regulations that facilitate implementation of the Customs Act;
- ii. To ensure maintenance of a legislative framework that is compliant to the SADC Protocol on Trade, SACU Agreement, WCO Revised Kyoto Convention, WTO Trade Facilitation Agreement and other international legal instruments that Botswana is a party to.
- iii. To develop training materials.

4.0 Scope, Focus and Key Deliverables

This is a 24-week assignment which is anticipated to commence in July 2020. The main work station is Gaborone, Botswana. The consultant(s) is required to develop training material.

4.1 Scope and Focus of work

In order to develop a legal infrastructure that will sustain an environment under which legitimate trade in Botswana is simple, speedy, and more predictable and Botswana's borders are secure, the consultant will be expected to: -

- i. Quality assure draft Regulations to the Customs Act;
- ii. ensure compatibility of the Draft Regulations to the SADC Protocol on Trade, SACU Agreement, Revised Kyoto Convention, Trade Facilitation Agreement and other relevant international instruments;
- iii. To ensure Customs processes provided for in the Regulations are clear, simple and implementable, and to provide guidance on application of new processes required under International Obligations;
- iv. Produce training materials in collaboration with the Customs Legislation Project Team for both internal and external stakeholders; and

4.2 Key Deliverables

The consultant will:

- i. present to BURS a project methodology of the assignment, within 7 days following award of the assignment;
- ii. submit the quality assured Parts of the Regulations at least one month after receipt of the Parts,
- iii. Submit the complete quality assured Regulations at least one month after finalization of the draft Regulations with Botswana Unified Revenue Service.
- iv. draft and submit training materials 3 weeks following the submission of the quality assured Draft Regulations;
- v. present the final draft of the Regulations and training material to the BURS management within 3 weeks of the submission of the first draft texts, following consultations with and input from BURS

5.0 Qualifications and Experience of Lead Consultant

- i. Relevant academic qualification, preferably with specialisation in Customs law, International Trade law, or related field;
- ii. At least 10 years' experience working on legal issues pertaining to Customs, international trade and related matters;
- iii. Experience of working on customs issues within the SACU, SADC region and globally, will be an advantage;

6.0 Skills and Abilities

- i. Ability to analyse policy documents and make constructive policy suggestions;
- ii. Strong understanding and experience in customs processes;
- iii. Experience in implementation of new International Customs Instruments to Customs Administrations;
- iv. Strong legislative drafting skills;
- v. Strong communication and interpersonal skills;

- vi. Ability to work with a team;
- vii. Good writing and presentation skills;
- viii. Ability to work under pressure and meet tight deadlines.

7.0 Knowledge

- i. Knowledge of the Customs environment and thorough understanding of the WCO's Revised Kyoto Convention, WTO's Trade Facilitation Agreement and related global legal instruments;
- ii. Familiarity with the Botswana Customs and Excise Duty Act and related legislation;
- iii. Fluency of the English language is essential.
- iv. A fair understanding of the SACU and SADC customs environment.

8.0 Conditions and Remuneration

- 8.1 The Customs Legislation Project Team at BURS will work with the consultant(s) to ensure attainment of the deliverables;
- 8.2 The assignment will be completed in twenty-six (24) weeks;
- 8.3 Remuneration will be based on the agreement between SADC Trade Related Facility and the Consultant as per tender evaluations.

9. Application

- 9.1 The onus is on the applicant to demonstrate how he/she meets each of the education and experience requirements stated above. Applicants should also clearly state their approach to the project indicating their capability in undertaking jobs of similar nature. Application should include Company/Law Firm/Consultant's profile, CV(s) and letter of interest in English.

10. BUDGET

The maximum available budget for this contract is **Euro75,000 (Seventy Five thousand Euros)**. This amount includes the remuneration for consultants (fees) and reimbursable expenses.

The maximum budget for reimbursable expenses is **Euro10,000 (Ten thousand Euros)**. 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

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associated with the assignment already costed by the contracting authority and will only be reimbursed against required supporting documentation.

11. 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	15
Specific Experience	70
General Skills	15
Total	100

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

ANNEX 2: Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT.....	12
B. CURRICULUM VITAE	14
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**A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE
PROJECT**

REFERENCE NUMBER: BOTSWANA/TRF/BURS/01/2020

**REQUEST FOR SERVICES TITLE: CONTRACT TO QUALITY ASSURE DRAFT
REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND THE DEVELOP
TRAINING MATERIAL**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND DEVELOP THE TRAINING MATERIAL** in accordance with your Request for Expression of Interest number *BOTSWANA/TRF/BURS/01/2020* 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;*

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

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- d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) they are being currently subject to an administrative penalty.*

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

I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

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

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

- 1. Family name:** *[insert the name]*
- 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)

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[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	<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:

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

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Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
		<i>Name and title of the reference person from the company:</i>	<i>term position]</i>	

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 Ministry'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

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N^o	Description¹	Unit²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day	N/A		
2	Flights ³	Trip	N/A		
3	Miscellaneous travel expenses ⁴	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: _____

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

² Indicate unit cost..

³ Indicate route of each flight, and if the trip is one- or two-ways

⁴ Provide clear description of what is their exact nature

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

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STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: BOTSWANA/TRF/BURS/01/2020 **REQUEST FOR SERVICES TITLE:** CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND DEVELOP THE TRAINING MATERIAL

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

The Ministry of Investment, Trade and Industry (MITI) (hereinafter called the "Procuring Entity") with the registered business in: *Plot 54385 CBD, Private Bag 0095, Gaborone, Botswana*

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely the ***Ministry of Investment, Trade and Industry (MITI)*** 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.

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- 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 "CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND DEVELOP THE TRAINING MATERIAL
- 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 "BOTSWANA/TRF/BURS/01/2020 – CONTRACT TO QUALITY ASSURE DRAFT REGULATIONS TO THE BOTSWANA CUSTOMS ACT AND DEVELOP THE TRAINING MATERIAL
- 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 2** 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

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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

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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-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.
- 11.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify 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:

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

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Annex 1: Terms of Reference

[insert the Terms of Reference]

Annex 2: Payment Schedule and Requirements

- For Services rendered pursuant to **Annex 1**, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of **Euro75,000 [Seventy five thousand euros]**, 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.
- The breakdown of prices is:

N°	Description¹	Unit	No. of Units	Unit Cost² (in US\$)	Total (in US\$)
	Fees	Day			
	Reimbursable expenses, out of which	Total			
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	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)					

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

² Indicate route of each flight, and if the trip is one- or two-ways.

³ Indicate unit cost.

⁴ Provide clear description of what is their exact nature

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

40% will be paid upon the receipt by the Contract Authority of **Result 1 – complete Quality assured Draft of the Regulations** acceptable to the Contracting Authority.

30% will be paid upon the receipt by the Contract Authority of **Result 2 - public awareness and training materials** acceptable to the Contracting Authority.

30% will be paid upon the receipt by the Contract Authority of **Result 3 - final draft of the Regulations and training material** acceptable to the Contracting Authority.

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.