



## REQUEST FOR EXPRESSION OF INTEREST

**Reference Number:** SADC/TANZ/MITI/TRF/C/2018/001

**Request for Services Title:** *Consultancy to Review and Develop Draft National Industrial Policy and Strategic Framework*

**1.** The Ministry of Industry, Trade and Investment **is inviting Individual Consultants to submit their CV and Financial Proposal for the consultancy service to Review and Develop Draft National Industrial Policy and Strategic Framework**

**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 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 procedure 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 SADC Secretariat 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 SADC Secretariat' financial interests; or*

*f) They are not being currently subject to an administrative penalty.*

**3.** The maximum budget for this contract is **€80,000**. 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 English language and be accompanied

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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 should be addressed and submitted to: **Secretary to the Tender Committee, Ministry of Industry, Trade and Investment, Ground Floor, Room No. L111, UDOM office, ZIP Code: 2996 Dodoma, Tanzania**

6. The deadline for submission of your proposal, to the address indicated in Paragraph 4 is: **04<sup>th</sup> OCTOBER, 2018**

7. Proposal submitted by Fax or E-mail *are not acceptable*.

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

<b>Sub criteria</b>	<b>Maximum points allocated</b>
(i) Education and Training	10
(ii) Specific skills relevant for the project	50
(iii) General Skills	10
(vi) Understanding of Tanzania industrialization trend	30
<b>Total</b>	<b>100</b>

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 and must include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) **EVALUATION AND AWARD OF THE CONTRACT:** Expressions of Interest determined to be formal and technical compliant to the requirement will be evaluated by comparison of their prices. An Expression of Interest is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5,6,7 and 8 above), has received at least minimum 75 points at the technical evaluation, and the financial proposal does not exceed the maximum available budget for the contract. The award will be made to the applicant who obtains the highest technical score, meets financial limit requirement and submit administrative and technical compliant Expression of Interest.

(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:** Your Expression of Interest should be valid for a period of 90 days from the date of the deadline for submission indicated in Paragraph 4 above.

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

11. Additional request for information and clarifications can be request, not later than ten (10) working days prior to the deadline indicated in paragraph 6 above, from:

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

Contact person: **Mr. Zam R. Mlimira, MIT/TRF Procurement officer**

Telephone: +255 759 552620

E-mail: [zam.mlimira@mit.go.tz](mailto:zam.mlimira@mit.go.tz)

**Copy: ernest.elias@mit.go.tz**

**ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Expression of Interest Forms**

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

**Sincerely,**

**Name:** Mr.Mlimira Z.R

**Title:** MIT/TRF Procurement personnel

## **ANNEX 1: Terms of Reference**

### **THE UNITED REPUBLIC OF TANZANIA MINISTRY OF INDUSTRY, TRADE AND INVESTMENT**



#### **DRAFT TERMS OF REFERENCE ON**

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#### **RECRUITMENT OF A CONSULTANT TO CARRY OUT AN ASSIGNMENT OF REVIEWING SUSTAINABLE INDUSTRIAL DEVELOPMENT POLICY, 1996-2020 AND THE INTEGRATED INDUSTRIAL DEVELOPMENT STRATEGY, 2025 AND FORMULATION OF DRAFT NATIONAL INDUSTRIAL POLICY AND STRATEGIC FRAMEWORK.**

##### **1. BACKGROUND INFORMATION**

In Tanzania, industrial activities are mandated to the Ministry of Industry, Trade and Investment under which the formulation and implementation of sector related policies is vested. Structural adjustment that redefined the role and involvement of the public sector in the productive activities necessitated the formulation of Sustainable Industry Development Policy, (1996-2020). The policy survived a period of a decade and a half, after which the Integrated Industrial Development Strategy (IIDS), 2025 was formulated to fast-track the implementation of the policy as well as to align it with Tanzania Development Vision 2025.

Taking into consideration the time lag since when the policy was formulated and the sectoral economic dynamics emanating from within the country and beyond; many of the policy issues addressed is unlikely to attain the required objective. Also in the globalised world, activities are becoming more and more knowledge based with high creativities leading to new innovations and increasing demand for highly skilled workforce. This necessitates increased investment in infrastructures, research and development, education, training

and innovation, all of which dictate the country's stake in the industrialization agenda. Over the 20 years, the same policy document cannot provide a proper consideration of such needy and mandatory dynamics taking place within and globally, therefore pushing for the need of immediate review to take pace as well as draft Policy and implementation strategy.

The policy review assignment has to be carried out in a participatory approach, in which a consultant hired will have to work hand in hand with the team of experts formed from both public and private sector to ensure a clear articulation of issues and determining the direction of the industrial activities in the country. The consultant will ultimately be the overall in charge of the process including processing and submission of the draft of the Policy Document and its Implementation Strategy to the Ministry.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. OVERALL OBJECTIVE**

To review and re-write the Sustainable Industrial Development Policy 1996-2020 and its Implementation Strategy 2011-2025.

### **2.2. PURPOSE**

To have the updated Industrial Policy which aligns with the Tanzania Development Vision 2025 and its Implementation Strategy in place.

## **RESULTS TO BE ACHIEVED**

The following results are expected to be achieved:

- i. Number of trained personnel in policy formulation and implementation in place; and
- ii. New Industrial Policy and its implementation Strategy in place.

## **3. SCOPE OF THE WORK**

### **3.1. SPECIFIC WORKS**

The consultant in support by the team of experts shall undertake the following tasks:

- i. Train the team of experts, Ministry of Industry, Trade and Investment staff and private sector stakeholders on policy formulation, implementation and monitoring skills;
- ii. Prepare an outline and assesses the implementation of SIDP and IIDS;
- iii. Conduct industrialization situation analysis in the country and globally;

- iv. Identify and assess industrial policy instruments deployed to effect policy implementation;
- v. Present to stakeholders the background paper and ToR for validation;
- vi. Draft the Industrial Policy and its Implementation Strategy;
- vii. Present to stakeholders the drafted IP and its implementation Strategy;
- viii. Incorporate comments from stakeholders meeting and submit the drafts to the Ministry for review, adoption and finalization of the documents;
- ix. Organize and harmonize the documents ready for official launch and printing; and.

#### **4. PROJECT MANAGEMENT**

##### **4.1. SUPERVISION**

The assignment will be carried out directly in the Directorate of Industrial Development, under the supervision of the Permanent Secretary, Ministry of Industry, Trade and Investment.

##### **4.2. MANAGEMENT STRUCTURE**

The Activity will be under the supervision of the Permanent Secretary, Ministry of Industry, Trade and Investment, who is the beneficiary. The EU/SADC Trade Related facility Project Management Unit and the Steering Committee will act as the coordination, reporting, monitoring and approving authority for the assignment.

##### **4.3. FACILITIES TO BE PROVIDED BY THE INDIVIDUAL CONSULTANT**

A Consultant will use his/her own facilities while doing his/her work including transport, computer etc. The Ministry will provide office accommodation for a consultant and Team of Experts during the project period.

#### **5. LOGISTICS AND TIMING**

##### **5.1. LOCATION**

Operation of the Project will be undertaken in Dodoma at the Ministry of Industry, Trade and Investment Offices, but the consultant and/or Team of Experts when need arises will travel to other locations within Tanzania whereby

Institutions responsible for Industrial policy and its implementation strategy issues are located.

## **5.2. COMMENCEMENT DATE & PERIOD OF IMPLEMENTATION**

The intended start date is Mid October, 2018 and the period of implementation of the contract will be six months from this date. This time exclude printing time.

## **6. STAFF REQUIREMENTS**

In carrying out this assignment, the consultant will work with the team of expert formulated by the Permanent Secretary, Ministry of Industry, Trade and Investment. Qualifications of the consultant and the team of expert is shown below;

### **6.1 KEY EXPERT-THE INDIVIDUAL CONSULTANT**

The **Individual Consultant** should have the following minimum qualifications to undertake the work:-

Must have competency and experience in the following areas:

1. Minimum Master level in Industrial Economics, Policy formulation and Planning, Engineering or related field;
2. Experience in policy formulation and reviewing;
3. Knowledge on industrial manufacturing, processing, trades, agriculture, mining, fishing, animal science and forestry;
4. Knowledge on trade, investment, and finance;
5. Knowledge of environmental issues;
6. Demonstrated evidence of undertaking similar or relevant assignments and good track record; and
7. Demonstrated capacity of undertaking the similar or relevant assignment including having appropriate skills, logistical capacity and experience in undertaking research.

### **6.2. Team of expert**

Must have competency and experience in the following areas:

1. At least Bachelor level in Economics, Policy formulation and Planning, Engineering, Trade, Mining, Animal Science, Forestry, Fisheries, Environment, Manufacturing, Agriculture, Investment, Finance or related field;
2. Experience in policy formulation and reviewing;

3. Knowledge on industrial manufacturing, processing, trades, agriculture, mining, fishing, animal science and forestry
4. Knowledge on trade, investment, and finance
5. Knowledge of environmental issues;
6. Demonstrated evidence of undertaking similar or relevant assignments and good track record; and
7. Demonstrated capacity of undertaking the similar or relevant assignment including having appropriate skills, logistical capacity and experience in undertaking research.

**7. OTHER DUTIES OF THE CONSULTANT AND/OR TEAM OF EXPERTS**

Consultant is expected to explain the approach and methodology he/she will use to undertake the assignment. The proposed approach and methodology should include the following:

1. Desk review of relevant documents, literature and reports related to industrial policies and others; and
2. Field work to consult relevant institutions and stakeholders:

**8. REPORTS**

**8.1. REPORTING REQUIREMENT**

After a joint meeting of a Consultants and the Ministry in October, 2018 to kick start the review exercise, will be required to execute the assignment in the following manners:

<b>Name of report</b>	<b>Content</b>	<b>Time of submission</b>
Inception Report	Analysis of existing situation and work plan for the project	14 days after signing the contract
Training of team of experts, ministry staffs stakeholders and private sector Report	As per terms of reference	14 days after acceptance of the Inception report
Report on implementtion status of SIDP and IIDS	As per terms of reference	30 days after training a team of expert
Report on Situation Analysis	As per terms of reference	30 days after experts training
Draft of Industrial Policy and its Implementation Strategy	As per terms of reference	90 days after acceptance of the situation analysis report



## **8.2. SUBMISSION & APPROVAL OF REPORTS**

Five hard copies and five flush disks with softy copy of the reports referred to above must be submitted to the Project Manager identified in the contract. The reports must be written in English. The Project Manager in collaboration with Director of Industrial Development is responsible for approving the reports.

## **9. MONITORING AND EVALUATION INDICATORS**

The following will be used as indicator for M&E:-

- 8.1 An inception report to include proposed approaches and methodology, questionnaires, work plan and report format;
- 8.2 A final reports for training of team of expert constituted by Ministry staff, private sector and other stakeholders
- 8.3 A final report on implementtion status of SIDP and IIDS;
- 8.4 A final report on Situation Analysis
- 8.5 A draft of National Industrial Policy and its Implementation Strategy

## **10. COSTING**

The total cost for this activities is **Euro 80,000**.

**MINISTRY OF INDUSTRY, TRADE AND INVESTMENT**  
**AUGUST, 2018**

**ANNEX 2: Expression of Interest Forms**

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

***[Insert name and reference number]***

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[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [*insert title of assignment*] in accordance with your Request for Expression of Interests number [*insert the number*], dated [*insert date*] and my Financial Proposal for the sum of [*Insert amount(s) in words and figures*<sup>1</sup>]. This amount 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 CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

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

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

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the SADC Secretariat request, I will provide certified copies of documents to prove that I do not follow in any of the situation described above.

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.

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

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

I undertake, if our 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 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: \_\_\_\_\_

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**B. CURRICULUM VITAE**  
*[insert the full name]*

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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. **Civil status:** *[insert: married/ divorced/single/ widower]*
6. **Purchase Order details:** *Address:[insert the physical address]*  
*Phone :[insert the phone and mobile no.]*  
*E-mail: [insert the email]*
8. **Education:**

<b>Institution:</b> [Date from – Date to]	<b>Degree(s) or Diploma(s) obtained:</b>
<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>

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

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

8. **Membership of professional bodies:** *[indicate the name of the professional body]*
9. **Other skills:** *[insert the skills]*
10. **Present position:** *[insert the name]*
11. **Years of experience:** *[insert the no]*
12. **Key qualifications:** (Relevant to the assignment)  
*[insert the key qualifications]*
13. **Specific experience in the region:**

<b>Country</b>	<b>Date from - Date to</b>
<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>

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**14. 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>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<i>Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</i>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<i>Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</i>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<i>Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</i>
.....	.....	.....	.....	.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from</i>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<i>Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</i>

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<b>Date from – Date to</b>	<b>Location of the assignment</b>	<b>Company &amp; reference person (name &amp; contact details)</b>	<b>Position</b>	<b>Description</b>
		<i>the company:</i>		

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

*[Insert the details]*

**16. 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 request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above<sup>1</sup>, documents which are attached to this CV as photocopies.

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

Date: 13 September 2018

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**ATTACHMENTS:**    1) *Proof of qualifications indicated at point 8*  
                                 2) *Proof of working experience indicated at point 14*

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<sup>1</sup> *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 signed with them.*



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**C. FINANCIAL PROPOSAL**  
*[insert name and reference number]*

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N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<i>Total</i>			
1	Per diem allowances	Day			
2	Flights <sup>3</sup>	Trip			
3	Miscellaneous travel expenses <sup>4</sup>	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 <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

<sup>2</sup> Indicate unit cost..

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

<sup>4</sup> Provide clear description of what is their exact nature

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## **ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANT**

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### **STANDARD TERMS OF CONTRACT (Individual Consultant)**

**Contract Name:** A Contract to Review and Develop Draft National Industrial Policy and Strategy Framework

**Contract Number:** SADC/TANZ/MITI/TRF/C/2018 - 01

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

**The Ministry of Industry, Trade and Investment** (hereinafter called the “Procuring Entity”) with the registered business in Dodoma, P.O.BOX 2996, UDOM Office, Dodoma, Tanzania,

**and, on the other hand,**

*[insert the full name of the individual]* (hereinafter called the “Individual Consultant”), with the 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 Industry, Trade and Investment** 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 Review and develop Draft National Industrial Policy and Strategic Framework and reflected as such in the Annex 2 of this contract.

- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest [*insert the number*] for the project [*insert the name*].
- 1.5 **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 US \$ 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 Project Director, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex II to this Contract. 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 employees 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 and 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 its 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 5.3 above.

## **5. Supervision of the Services**

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to Procuring Entity which shall include any steps to comply with the standards operated by Procuring Entity. The Individual

Consultant shall be informed of the specific requirements in relation to this, and at the request of Procuring Entity shall afford such access to its information, records and other materials during normal office working hours as 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**

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. Procuring Entity may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, 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 the Individual Consultant shall inform the Procuring Entity the Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third party performance of duties or Services assigned to third party, and neither for ensuring 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 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 by the Individual Consultant in connection with the provision of the Services.

9.2 In view of the reliance by Procuring Entity set out in 10.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend 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 Procuring Entity becomes aware of them;
- b) the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or 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 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 Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

## **10. Insurance**

10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided. The Individual Consultant is obliged to provide full copies of such insurance within 45 days from the signature of this Contract.

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 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 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 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 Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which 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 as confidential all information and results obtained in discharging the Services under this Contract 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 agreement in writing of the Project Director.

12.2 If the Individual Consultant violates clause 12.1, then it 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 Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

## **13. Suspension or Termination**

13.1 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part the Individual Consultant's appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 14.4 below.

13.2 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing,

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forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.

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

13.4 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause then 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 Procuring Entity shall in any way affect or prejudice the rights of 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 written Addendum and be signed by duly authorized signatories on behalf of the Individual Consultant and 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 as regards 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 English language by:

<b>For the Procuring Entity</b>	<b>Signature</b>	<b>For the Individual Consultant</b>	<b>Signature</b>
<b>Name:</b> <i>[insert full name]</i>		<b>Name:</b> <i>[insert full name]</i>	
<b>Title:</b> <i>[insert the title]</i>		<b>Title:</b> <i>[insert the title]</i>	
<b>Palace:</b> <i>[insert the city and country]</i>		<b>Palace:</b> <i>[insert the city and country]</i>	
<b>Date:</b> <i>[insert the date]</i>		<b>Date:</b> <i>[insert the date]</i>	



***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 a ceiling of US Dollars *[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 its country of residence.
2. The breakdown of prices is: *[fill in the table as per the Individual Consultant's Financial Proposal presented in the Expression of Interest]*

N°	Description <sup>1</sup>	Unit	No. of Units	Unit Cost <sup>2</sup> (in US\$)	Total (in US\$)
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<i>Total</i>			
1	Per diem allowances	Day			
2	Flights <sup>3</sup>	Trip			
3	Miscellaneous travel expenses <sup>4</sup>	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 <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

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

<sup>3</sup> Indicate unit cost.

<sup>4</sup> Provide clear description of what is their exact nature

3. The payment shall be made in accordance with the following schedule: *[delete as appropriate]*

“ ***Option 1: - lump sum contracts***

*[insert amount (which shall be maximum 20% of the contract value) and currency]* upon the Procuring Entity's receipt of a copy of this Contract signed by the Individual Consultant;

*[insert amount and currency]* upon the Procuring Entity's receipt of the *[insert the name and the description of the deliverable]*, acceptable to the Procuring Entity;

*[insert amount and currency]* upon the Procuring Entity's receipt of the *[insert the name and the description of the deliverable]*, acceptable to the Procuring Entity; and

*[insert amount (minimum 10% and maximum 30% of the contract value) and currency]* upon the Purchaser's receipt of the final report, acceptable to the Procuring Entity.

*[insert amount and currency]* Total

***Option 2: - time based contracts***

The payments made under the Contract consist of the Individual Consultant's remuneration as defined in sub-paragraph a) below and of the reimbursable expenditures as defined in sub-paragraph b) below.

***a) Remuneration***

The Procuring Entity shall pay the Individual Consultant for Services rendered at the rate(s) per day spent, subject to a maximum of eight hours per day in accordance with the rates agreed and specified in paragraph 2 above.

The proof of Individual Consultant's performance of services shall be the monthly timesheet signed by expert and approved by the Procuring Entity.

***b) Reimbursables***

The Procuring Entity shall pay the Individual Consultant for reimbursable expenses specified in the paragraph 2 above against the submission of the original documents to prove the incurrence of such expense.

Per diem shall be paid for every night spent by the Individual Consultant, for the purpose of the implementation of this contract, in a location outside the Country of her/his residence. The proof of incurrence of such expense shall be the timesheet approved by the Procuring Entity. “

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**4. Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission by the Individual Consultant of original invoice, in duplicate, accompanied by the requested supporting documents, to the Procuring Entity. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.