



## **INTERIM SADC AVIATION SAFETY ORGANISATION**

### **REQUEST FOR SUBMISSION OF PROPOSALS ON SASO RECRUITMENT CONSULTANCY (AGENCY).**

**Requesting Office:** Office of the Interim Executive Director

**Specific Project Involved:** Recruitment Consultant (Agency) for SASO Recruitment Process.

**Tender Number:** 01 /2021

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#### **NAME OF TENDERER**

#### **RECRUITMENT CONSULTANT (Agency)**

Office of the Executive Director  
Interim SADC Aviation Safety Organisation  
Fifth Floor, Sibekelo Building  
Mhlambanyatsi Road  
P.O. Box 7919  
Mbabane  
Swaziland  
Tel: +268 24043851  
Email: info@saso.sadc.int

# INTERIM SADC AVIATION SAFETY ORGANISATION

## INVITATION FOR TENDER

### REQUEST FOR PROPOSALS (RFPs) FOR SASO

#### TENDER NO. 01 OF 2021

Dear Sir/Madam

1. Tenders are hereby invited from suitably qualified recruitment consultant for the purpose of assisting with the recruiting of suitable candidates to fill the vacant positions at iSASO.
2. Completed Tender Documents shall be delivered in a sealed envelope to:

**Office of the Executive Director  
Interim SADC Aviation Safety Organisation  
Fifth Floor, Sibekelo Building  
Mhlambanyatsi Road  
P.O. Box 7919  
Mbabane  
Swaziland  
Tel: +268 24043851  
Email: [info@saso.sadc.int](mailto:info@saso.sadc.int)**

3. The Recruitment Consultant must demonstrate a proven record of competence and experience in the recruitment of Senior and Junior positions. A consultant with knowledge of the aviation industry and international organisations will be viewed as having an added advantage.
4. Please be guided by the Terms of reference in this Document in preparing your proposal.
5. Proposals must be submitted by close of business, Eswatini time, on **6 April 2021**.
6. Your proposal must be expressed in English, and valid for a minimum period of 90 days.
7. In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by interim SADC Aviation Safety Organisation (iSASO) Secretariat after the deadline indicated above, for whatever reason, shall not be considered for evaluation.
8. Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of iSASO requirements.
9. The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

- 10.** Any discrepancy between the unit price and the total price shall be re-computed by iSASO, and the unit price shall prevail whereas the total price shall be corrected. If the Service Provider does not accept the final price based on iSASO's re-computation and correction of errors, its Proposal will be rejected.
- 11.** No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by iSASO after it has received the Proposal. At the time of Award of Contract, iSASO reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions
- 12.** Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of iSASO, herein attached as Annex 3.
- 13.** Please be advised that iSASO is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.
- 14.** iSASO practices a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against iSASO, as well as third parties involved in iSASO activities.

**Thank you, we look forward to your proposal.**

## TERMS OF REFERENCE

### 1. BACKGROUND INFORMATION

The Southern African Development Community (SADC) is a Regional Economic Organisation consisting of sixteen (16) Member States. These states are; Angola, Botswana, Comoros Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia, and Zimbabwe. As of the year 2012, SADC has a population of about 257.7 Million inhabitants and a gross domestic product of US\$471.1 billion. ([www.sarpm.net/stakeholders/sadc](http://www.sarpm.net/stakeholders/sadc))

The Aviation sector plays a vital part in contributing to the economies of the SADC Member States. Because Tourism contributes to the movement of people into and out of the SADC Region, and within the SADC Member States, air transport is increasingly becoming the preferred mode of transport.

The SADC Member States have found it imperative to establish a regional organisation responsible for enhancing the safety of civil aviation in the Region. This results from the Member States' lack of technical expertise and the need for technical staff to fulfil safety requirements of the Region. It is on these grounds that the Interim SADC Aviation Safety Organisation is established.

The aim of SASO, established by SADC Member States through a Charter and organised under the Principle of Subsidiarity, is to promote the safe and efficient use and development of civil aviation within the SADC region. It will accomplish this by assisting SADC Member States in meeting their safety oversight obligations and responsibilities as outlined under the Convention on International Civil Aviation signed in Chicago on 7 December 1944 and its safety-related Annexes and Documents.

Pending the Charter establishing SASO coming into force, Member States agreed to put into place interim arrangements which led to the establishment of Interim SASO and iSASO Secretariat. This was achieved through the signing of the Memorandum of Understanding between the Government of the Kingdom of Eswatini and SADC Secretariat on behalf of Member States.

To this end SASO wishes to engage the services of a reputable Recruitment Consultancy/Firm to assist with the recruitment of 4 vacant positions.

#### 1.1 ORGANISATIONAL SYNOPSIS

SADC Aviation Safety Organisation is established to exist as a Subsidiarity Organisation within SADC and as a legal entity operating within the Laws of The Kingdom of Eswatini.

This Organisation's mandate is to enhance the safety of civil aviation by complementing, to the extent required, the certification and oversight capabilities of SADC Member States.

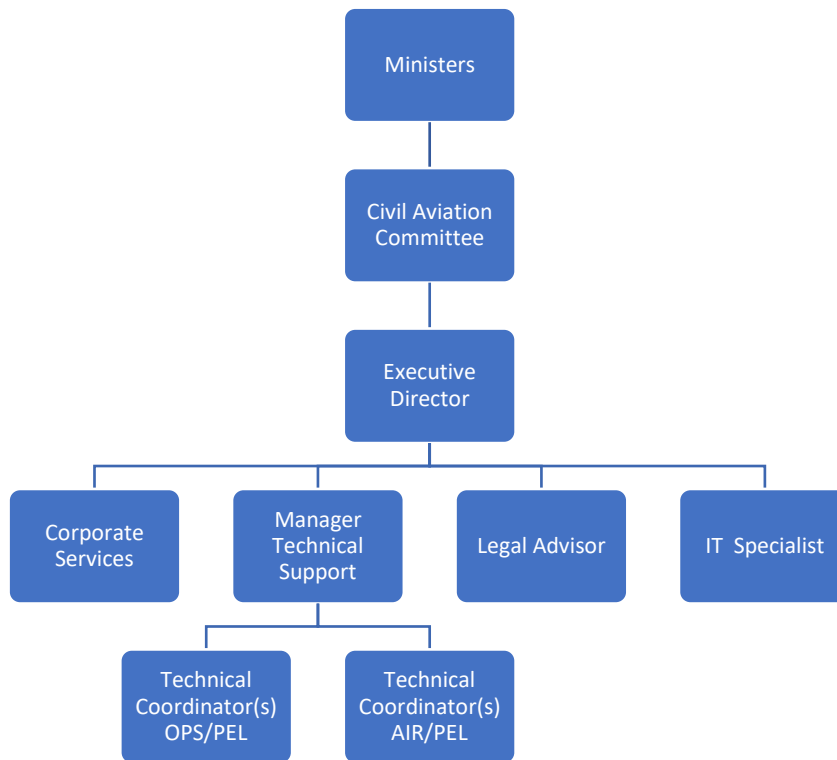
#### 1.2 VISION

To be the success driver behind SADC's achievement of ICAO Standards and Recommended Practices.

#### 1.3 MISSION STATEMENT

To encourage economic growth in SADC by ensuring that civil aviation safety standards are harmonised and implemented consistently in the Member states through the development of effective oversight systems.

## ORGANISATIONAL STRUCTURE



### 1.4 SECRETARIAT

- a) Executive Director
- b) Manager of Technical Support/Training
- c) Manager, Corporate Services
- d) Legal Advisor
- e) Technical Coordinator – Flight Operations (OPS)/ Personnel Licensing (PEL)
- f) Technical Coordinator – Airworthiness (AIR)/ Personnel Licensing (PEL)
- g) Information Technology Specialist
- h) Secretary/Administrative Assistant
- i) Driver/Messenger
- j) Cleaner/Tea lady

### 1.5 The Organisation's objectives are aligned with SADC's strategic objectives, which include:

- a) To promote safe and secure transport operations;
- b) To promote integrated transport systems;
- c) To liberalise regional transport markets;
- d) To provide transport services with minimal negative environmental impact, and
- e) To facilitate cross border movements.

### 1.6 GENERAL ORGANISATIONAL OBJECTIVES:

*Objectives as laid out in article 6 of the SASO charter*

- a) Promote the safe and efficient use and development of civil aviation within and outside the Member States;
- b) Assist the Member States in meeting their safety oversight obligations and responsibilities under the Convention on international Civil Aviation signed in Chicago on 7 December 1944 and its safety-related Annexes and Documents;
- c) Promote the implementation of industry best practices within the Member States; and
- d) Assist in aircraft accident and incident investigations.

<b>SASO CORE VALUES</b> <ul style="list-style-type: none"> <li>a) Professionalism</li> <li>b) Accountability</li> <li>c) Transparency</li> <li>d) Learning culture</li> <li>e) Respect for diversity</li> <li>f) Diligence</li> <li>g) Just Culture</li> </ul>	
<b>2. STATEMENT OF REQUIREMENTS</b>	
<b>2.1 OBJECTIVES OF THE ASSIGNMENT</b>	<p><b>2.1.1</b> The Interim SADC Aviation Safety Organisation (iSASO) is seeking to engage a Recruitment Consultancy to assist with the recruiting of suitable candidates to fill in 4 vacant positions at iSASO.</p> <p><b>2.1.2</b> The Recruitment Consultancy must demonstrate a proven record of competence and experience in managing a recruitment process through interviewing candidates, conducting psychometric assessments, conducting verification checks on qualifications, criminal/fraud listings and credit worthiness. The consultant must be able to submit reports on completion of every phase of the recruitment process.</p> <p><b>2.1.3</b> A Consultant with knowledge of the aviation industry will be viewed as having an added advantage.</p>
<b>3. SCOPE OF WORK</b>	
<b>3.1 Phase I - Inception</b>	<p>3.1.1 Closely study, inter alia, the SASO Organisational Structure to understand which positions are required to be filled.</p> <p>3.1.2 Consult with key stakeholders to gain familiarity with the SASO background and environment.</p> <p>3.1.3 Liaise with iSASO in drafting and submitting a recruitment project plan.</p> <p>3.1.4 Develop and apply a screening methodology based on identified job functions and competency requirements. The methodology should be established in consultation with the management of the SASO/ appointed Panel Members</p>
<b>3.2 Phase II - Conduct Interviews</b>	<p>3.2.1 Liaise with the specific skills specialist from iSASO/SADC to assist with the drafting of the interview questionnaires.</p> <p>3.2.2 Assist iSASO in arranging the interviews and contacting the shortlisted candidates.</p> <p>3.2.3 Support the recruitment panel by coordinating the recruitment process and by participating as a panellist in the interview process.</p> <p>3.2.4 Ensure that each candidate and panel member has completed the declaration forms.</p> <p>3.2.5 Coordinate the process of calculating the average score for each candidate interviewed.</p>

<b>3.3 Phase III: Conduct Psychometric and Competency based Assessments</b>	<p>3.3.1 Conduct Psychometric assessments with the top 2 candidates interviewed.</p> <p>3.3.2 Submit psychometric reports of both candidates to the interview panel members for review.</p>
<b>3.4 Phase IV Reference and Verification checks</b>	<p>3.4.1 Conduct the following background checks and submit reports.</p> <ul style="list-style-type: none"> <li>a) Qualifications</li> <li>b) Identity/ passport number</li> <li>c) Criminal and fraud listings</li> <li>d) Credit Worthiness</li> <li>e) Work Reference</li> </ul>
<b>3.5 Phase V Recruitment report</b>	<p>3.5 Submit a recruitment report for each position detailing the following information:</p> <ul style="list-style-type: none"> <li>a) The Job advert/profile</li> <li>b) The salary pay scale and recommendation</li> <li>c) The Offer letter and Employment contract</li> <li>d) The Interview report with average scores for each candidate</li> <li>e) Psychometric Assessment reports</li> <li>f) The results of the Verification checks</li> <li>g) Reference checks</li> <li>h) The CV of the applicant</li> <li>i) Copies of the certified qualifications</li> <li>j) Copy of the candidates Identification document/Passport.</li> </ul>
<b>4. DELIVERABLES AND DURATION</b>	
<p>The assignment will be conducted at the iSASO Secretariat, Mbabane, Eswatini. The assignment will be undertaken in phases. The commencement of the next phase is dependent on completion of each preceding phase. As a result, the contract will not be continued should the requirements of each phase not be completed.</p>	
<b>4.1 Phase 1 Inception</b>	<p>4.1.1 The Consultant shall complete Phase 1 by implementing the following and submitting a recruitment project plan within 5 days of signing the Contract.</p> <ul style="list-style-type: none"> <li>a) Closely study, inter alia, the iSASO Organisational Structure to understand which positions are required to be filled.</li> <li>b) Consult with key stakeholders to gain familiarity with the iSASO background and environment.</li> <li>c) A recruitment project plan.</li> <li>d) A screening methodology to be deployed based on identified job functions and competency requirements.</li> </ul>
<b>4.2 Phase II – Longlisting, Shortlisting and Conduct Interviews</b>	<p>4.2.1 List of all candidates who applied and their qualifications and Experience within 10 days after the start of implementation.</p> <p>4.2.2 Report of the maximum four candidates per position recommended for interviews within 5 days before the end of the implementation period.</p>

	4.2.3. The Consultant shall finalise the interviews for all positions identified within 30 days of the shortlisting process being finalised.
<b>4.3 Phase III: Psychometric Assessments</b>	4.3.1 The Consultant shall conduct psychometric assessment for the top 2 candidates of each senior position and submit reports within 5 days of completing the interview process.
<b>4.4 Phase IV Background Checks.</b>	4.4.1 The Consultant shall conduct reference and verification checks of the top 2 candidates and submit a report within 10 days of having completed the interview process for each position.
<b>4.5 Phase V Submit Recruitment Report</b>	4.5.1 The Consultant shall produce and submit the recruitment reports within 5 days of having completed the verification checks for each specific position.

## 5. PAYMENT PROGRAMME

Payment schedule	Deliverables	Approval required	Deliverables
1 <sup>st</sup> tranche	Phase 1	Interim Executive Director	20%
2 <sup>nd</sup> tranche	Phase II and III	Interim Executive Director	30%
3 <sup>rd</sup> tranche	Phase IV and V	Interim Executive Director	50%

## 6. REQUIREMENTS

### Expertise Required

The recruitment firm to be selected should have extensive experience in Recruitment and Selection assignments within the SADC region and beyond. The contractor must provide the following staff to support the implementation of this assignment.

#### 6.1.1 RECRUITMENT CONSULTANT 1: RECRUITMENT TEAM LEADER

##### i. Qualifications and skills

- At least a master's degree or equivalent in Human Resources, Business Administration or a relevant, directly related discipline;

##### ii. General professional experience

- An excellent verbal and written command of English and must be Computer literate: Competency in word processing and spreadsheet applications is essential;
- Excellent management and communication skills are essential.

##### iii. Specific professional experience

- At least 10 years of work experience, with increasing levels of responsibility, in the field of Public or Human Resources Management and Organisational Development;
- Substantial and demonstrated international/regional consulting experience in recruitment and placement for major public and private agencies in the region.
- Experience as team leader of at least in three different projects of a similar international or public body organisation is required.
- At least 10 years of work experience related to recruitment of senior staff.
- Must be member of internationally recognised professional Human Resources, Organisational Development or Management body;



### 6.1.2 RECRUITMENT CONSULTANT 2: RECRUITMENT MANAGER

#### i. Qualifications and skills

- a. At least a bachelor's degree or equivalent in Human Resources, Business Administration or a relevant, directly related discipline;

#### ii. General professional experience

- a. An excellent verbal and written command of English and must be Computer literate: Competency in word processing and spreadsheet applications is essential;
- b. Excellent management and communication skills are essential.

#### iii. Specific professional experience

- a. At least 10 years of work experience, with increasing levels of responsibility, in the field of Public or Human Resources Management and Organizational Development;
- b. Substantial international consulting experience in recruitment and placement.
- c. Experience as team leader of at least in three different projects of a similar international or public body organisation is required.
- d. At least 10 years of work experience related to recruitment of senior staff.
- e. Must be member of internationally recognised professional Human Resources, Organisational Development or Management body;

### 6.1.3 RECRUITMENT CONSULTANT 3: RECRUITMENT SUPERVISOR

#### i. Qualifications and skills

- a. At least a bachelor's degree or equivalent in Human Resources, Business Administration or a relevant, directly related discipline;

#### ii. General professional experience

- a. An excellent verbal and written command of English and must be Computer literate: Competency in word processing and spread sheet applications is essential;
- b. Excellent management and communication skills are essential.

#### iii. Specific professional experience

- a. At least 5 years of work experience, with increasing levels of responsibility, in the field of Public or Human Resources Management and Organisational Development;
- b. Substantial international consulting experience in recruitment and placement.
- c. Experience as team leader of at least in three different projects of a similar international or public body organisation is required.
- d. At least 5 years of work experience related to recruitment of senior staff.
- e. Must be member of internationally recognised professional Human Resources, Organisational Development or Management body.

## 7 DURATION

The intended start date is 01 March 2021 and the period of implementation of the contract will be until 31st May 2021.

The period may be extended, if necessary, on the agreement of the parties to ensure that the purpose of the consultancy is fulfilled.

## 8 PROJECT DOCUMENTS AND RECORDS

All materials and documents used or produced for the report by the Consultant shall remain the property of iSASO.

## 9 INFORMATION FOR THE APPLICANT

### 9.1 PROPOSALS

Proposals to be submitted in two Separate envelopes

#### Technical proposal

Shall detail the following:

	<ol style="list-style-type: none"> <li>1. Company profile demonstrating experience in similar programmes.</li> <li>2. Similar jobs to the work at hand.</li> <li>3. A detailed method statement stating the overall approach and proposed programme of implementation.</li> </ol> <p>Shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.</p> <p><b><u>Financial Proposal</u></b></p> <p>The Financial Proposal shall list all costs associated with the assignment. The financial proposal must be in a separate envelope.</p>
<b>9.2 Implementation Schedule Indicating Breakdown and Timing of Activities/Sub-Activities</b>	✓ Required
<b>9.3 Names and curriculum vitae of individuals who will be involved in completing the services</b>	✓ Required
<b>9.4 Currency of Proposal</b>	United States Dollars
<b>9.5 Validity Period of Proposals (Counting for the last day of submission of quotes)</b>	90 Days
<b>9.6 Partial Quotes</b>	Not Permitted
<b>9.7 Person(s) to review/inspect/approve outputs/completed services and authorise the disbursement of payment</b>	iSASO Job Evaluation and Grading Project Coordinator, iSASO
<b>9.8 Criteria for Contract Award</b>	<ul style="list-style-type: none"> <li>✓ Highest Combined Score (based on 70% technical offer and 30% price weight distribution)</li> <li>✓ Full Acceptance of the iSASO Contract General terms and Conditions (GTC). This is a Mandatory criterion regardless of the nature of the services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</li> </ul>
<b>9.9 Criteria for the Assessment of Proposal</b>	<p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li>✓ Expertise of the Firm [15%]</li> <li>✓ Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan [30%]</li> <li>✓ Management Structure and Qualification of key Personnel [25%]</li> </ul> <p><b><u>Financial Proposal 30%</u></b></p> <ul style="list-style-type: none"> <li>✓ To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by iSASO.</li> </ul>
<b>9.10 Annexes to this RFP</b>	
<b>9.11 Contact Person for Inquiries</b>	<p><b>Mr. Musa Magongo</b>  <b>Acting Interim Executive Director</b>  <b>Interim SADC Aviation Safety Organisation</b></p> <p><a href="mailto:info@saso.sadc.int">info@saso.sadc.int</a></p> <p>Any delay in iSASO's response shall be not used as a reason for extending the deadline for submission, unless iSASO determines that such an</p>

	extension is necessary and communicates a new deadline to the Proposers.
<b>9.12 Submission Address</b>	<p>Completed Tender Documents shall be delivered in a sealed envelope to:</p> <p style="text-align: center;"><i><b>Office of the Executive Director Interim SADC Aviation Safety Organisation Fifth Floor, Sibekelo Building Mhlambanyatsi Road P.O. Box 7919 Mbabane Swaziland Tel: +268 24043851 Email: info@saso.sadc.int</b></i></p>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*This form must be submitted only using the Service Provider's Official Letterhead/Stationery*

Location \_\_\_\_\_

Date \_\_\_\_\_

To: *Address as stated in the Terms of Reference*

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for *[States as per Terms of Reference]* in accordance with your Request for Proposal dated *[State Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- c) We do not employ, nor anticipate employing, any person who is or was recently employed by Interim SASO.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of iSASO's Contract for Professional Services.

We agree to abide by this Proposal for *[State Period of validity as per Terms of Reference]*

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Terms of Reference.

We fully understand and recognize that iSASO is not bound to accept this Proposal, that we shall bear all costs associated with its preparation and submission, and that iSASO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

\_\_\_\_\_

Yours sincerely,

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

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

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

## INFORMATION TO BE INCLUDED IN THE PROPOSAL TO BE SUBMITTED

### 1. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of iSASO by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Track Record – list of clients for similar services in the aviation industry, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*

### 2. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

### 3. Qualifications of Key Personnel

*As stated in the Terms of Reference, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

### 4. Cost Breakdown per Deliverable

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

**5. Cost Breakdown by Cost Component [This is only an Example]:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[Name and Signature of the Service Provider's Authorized Person]*  
*[Designation]*  
*[Date]*

**GENERAL TERMS AND CONDITIONS OF iSASO****1. Legal Status**

The Contractor engaged by the Interim SASO under this contract is neither a "staff member" under the Staff Regulations of SASO policies and procedures nor an "official" of the iSASO for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by iSASO to travel in order to fulfil the requirements of this contract.

**2. Obligations**

The Consultant shall complete the assignment according to the Terms of Reference stated in this Contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Consultant must respect the impartiality and independence of iSASO and in connection with this contract must neither seek nor accept instructions from anyone other than the Interim Executive Director of iSASO. During the term of this contract the Consultant must refrain from any conduct that would adversely reflect on iSASO and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of iSASO. The Consultant must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Consultant (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of iSASO relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the SASO Manual on Conditions of Employment. The Interim SASO will avail both the SASO Code of Ethics, and the International Civil Service Standards of Conduct to the Consultant.

**3. Non-Disclosure**

Unless otherwise authorised by the Interim Executive Director of iSASO, the Consultant must not communicate at any time to the media or to any institution, person, Government or other entity external to iSASO any information that has not been made public and which has become known to the Consultant by reason of his or her association with iSASO. The Consultant may not use such information without the written authorisation of iSASO, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contract.

**4. Intellectual Property Rights**

SASO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Consultant which bears a direct relation to, or is made in order to perform, this contract. At the request of iSASO, the Consultant shall assist in securing such property rights and transferring them to iSASO in compliance with the requirements of the law governing such rights.

**5. Travel**

If iSASO determines that the Consultant needs to travel in order to perform this contract, that travel shall be specified in the contract and the Consultant's travel costs shall be set out in the contract, on the following basis:

- (a) iSASO will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by iSASO on a case-by-case basis.
- (b) iSASO will reimburse the Consultant for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff

members undertaking similar travel for official purposes. The daily subsistence allowance will be equivalent to the prevailing United Nations rates at the time and place of assignment.

## **6. Statement of good health**

Before commencing work, the Consultant must deliver to iSASO a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Consultant must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorised; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to iSASO, the Consultant's medical/health insurance covers medical evacuations. The Consultant will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

## **7. Insurance**

The Consultant is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of part 6 above. The Consultant is not eligible to participate in the life or health insurance schemes available to iSASO staff members.

## **8. Arbitration**

(a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

(b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in Mbabane before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the iSASO Legal Advisor. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

## **9. Payment of Contract Fees**

Payment of fees to the Consultant under this contract, including each instalment or periodic payment (if any), is subject to the Consultant's full and complete performance of his or her obligations under this contract with regard to such payment to iSASO's satisfaction, and iSASO's certification to that effect. The payment Schedule is elaborated under Terms of Reference Section of this Contract.

## **10. Termination of Contract**

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the iSASO office engaging the Consultant) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the iSASO office engaging the Consultant) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Consultant (including but not limited to breach by the Consultant of relevant iSASO policies, procedures, and administrative instructions), iSASO shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Consultant shall be paid on a pro rata basis determined by iSASO for the actual amount of work performed to iSASO's satisfaction at the time of termination. iSASO will also pay any outstanding reimbursement claims related to travel by the Consultant. Any additional costs incurred by iSASO resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Consultant under this paragraph 10.

## **11. Grounds for Termination of Contract**

For purposes of this Contract, the following shall be grounds for termination of this contract:



- (i) The Consultant commits a crime involving dishonesty, breach of trust, or physical harm to any person;
- (ii) The Consultant wilfully engages in conduct that is in bad faith and materially injurious to the Interim SASO, including but not limited to, misappropriation of information disseminated strictly for the purposes of this exercise, and with regards to Intellectually property Rights section of this Agreement, fraud or embezzlement; and
- (iii) The Consultant commits a material breach of this Agreement, which breach is not cured within twenty days after written notice to the Consultant from the Interim SASO.

## **12. Taxation**

iSASO accepts no liability for any taxes, duty or other contribution payable by the consultant and individual Consultant on payments made under this Contract.