**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF INDIVIDUAL CONSULTANTS**

**CONTRACT NUMBER:**

SWAZI/SADC/TRF/2017/1/17

**REQUEST FOR SERVICES TITLE:**

FOR THE PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT AND EFFECTIVE RECORDS MANAGEMENT



**PROCURING ENTITY:**  MINISTRY OF COMMERCE, INDUSTRY AND TRADE

DATE OF ISSUE: 15th JUNE,2019

**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF INDIVIDUAL CONSULTANTS**

**REFERENCE NUMBER: SWAZI/SADC/TRF/2017/1/17**

**REQUEST FOR SERVICES TITLE:** **PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT AND EFFECTIVE RECORDS MANAGEMENT**

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

**PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT AND EFFECTIVE RECORDS MANAGEMENT**

The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

**2. Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:**

*a) they are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from similar procedures provided for in the national legislation or regulations of the SADC member states;*

*b) they have not been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*

*c) they have not been declared guilty of grave professional misconduct proven by any means which Ministry can justify;*

*d) they have fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*

*e) they have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Ministry’s financial interests; or*

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

**3.** The maximum budget for this contract is **€ 3 700 (Three thousand seven hundred Euros) for expert service/consultants fees only.** Proposals exceeding this budget will not be accepted.

**4**. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

**5.** Your proposal clearly marked **“REFERENCE NUMBER:SWAZI/SADC/TRF/2017/1/17 *–* PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT RECORDS MANAGEMENT** in a sealed envelope, should be submitted in our tender box located at the following address:

**Secretary to the Tender Committee**

**Ministry of Commerce, Industry and Trade**

**International Trade Department**

**Between DPMs Office and Swazi Bank**

**P. O. Box 451**

**Mbabane, Swaziland**

**Tel: +268 2404 5794**

**Fax: +268 2404 3833**

**Attn: Mr. Muntu M. Almeida**

**Email:** [**muntualmeida@gmail.com**](mailto:muntualmeida@gmail.com) **or muntua.itd@realnet.co.sz**

**Copy: Mrs. Nonhlanhla Ndlangamandla**

**Email:** [**mnguni2014@gmail.com**](mailto:mnguni2014@gmail.com)

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

**26th July,2019 at 1600 hrs CAT**

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

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

|  |  |  |
| --- | --- | --- |
|  | **Criteria** | **Maximum points allocated** |
| **1** | Education and Training | **30** |
| 2 | Specific Experience | **35** |
| 3 | General Experience | **35** |
|  | **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.

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

11. Additional requests for information and clarifications can be made until 10 working days prior to deadline indicated in the paragraph 6 above, from:

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

Contact person: **Mr. Muntu M. Almeida**

Telephone:**+268 2040 5794**

Fax: **+268 2404 3833**

***E-mail:*** [***muntualmeida@gmail.com***](mailto:muntualmeida@gmail.com) ***or muntua.itd@realnet.co.sz***

***Copy:*** [***mnguni2014@gmail.com***](mailto:mnguni2014@gmail.com)***;***

***siphiwev@compco.co.sz***

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the International Trade Department website and the Swaziland Government website alongside the procurement notice at the latest 7 working days before the deadline for submission of the proposals.

**ANNEXES:**

ANNEX 1: **Terms of Reference**

ANNEX 2**: Expression of Interest Forms**

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

**Sincerely,**

*\_\_\_\_\_\_\_\_\_\_(signature)\_\_\_\_\_\_\_\_\_\_\_\_*

**Name: Mr. Muntu M. Almeida**

**Title: TRF Project Manager**

**Date: 31st May,2019**

**ANNEX I: TERMS OF REFERENCE**

**TERMS OF REFERENCE FOR THE procurement & IMPLEMENTATION of an electronic document management SYSTEM to ensure efficient and effective recordS management**

1. **Background Information**
   1. **Procuring Entity**

The Ministry of Commerce, Industry and Trade

* 1. **Name of End Beneficiary**

Swaziland Competition Commission

* 1. **Assignment Location**

The Kingdom of Eswatini

* 1. **Background**

The Swaziland Competition Commission (Commission) is a public enterprise under the Ministry of Commerce, Industry and Trade mandated by the Competition Act of 2007 and the Fair Trading Act of 2001 as the national competition and consumer protection agency. The Commission’s Secretariat is responsible for conducting investigations relating to competition law violations and consumer protection matters whilst the Board of Commissioners (Board) adjudicates these cases. Externally, the High Court serves as the appellate court and in instances of criminal enforcement the Office of the Director of Public Prosecution prosecutes.

As the Kingdom of Eswatini’s competition legislation provides for both criminal and administrative enforcement, access to an efficient, secure and reliable case and document management system by the different stakeholders involved at the various stages of investigating and adjudication is an imperative. In its endeavour to enhance the agency’s effectiveness and efficiency, in 2014 the Commission introduced a Case Management System (CMS) to support an efficient integrated delivery of case oriented outputs by increasing case management process workflow. During the first phase of the project a feasibility study was conducted which revealed gaps in the IT infrastructure and equipment to enable the CMS to operate optimally. As it is a web based system it transpired that there is a need for a server with a larger memory capacity, as well as the need to upgrade the Commission’s hardware, software and website which is currently static and html based and therefore limits interconnectivity with the CMS. Due to the inadequacy of the Commission’s IT infrastructure, as an interim measure the consultant (ERDC) that installed the CMS hosts it on their web-hosting platform in Germany.

The CMS is designed to track, manage and preserve case and non-case documents whilst enabling information sharing among authorized users (internal/external); most importantly the system enhances the security of the Commission’s documents by preventing unauthorized access to and misuse of confidential and/or sensitive information. To optimize the capabilities of the CMS, its document management reporting component needs to be enhanced by adding an electronic document management system (EDMS). This will facilitate the inclusion of workflow systems, document imaging, and maximizing the capability to keep a record of the various versions created and modified by different users (history tracking).

1. **Objectives, purpose and expected results**

**2.1 Overall objective**

The Swaziland Competition Commission’s overall objective under this project is to enhance the Commission’s IT infrastructure performance to address the growing number of cases and workflow whilst maintaining information security and efficient access.

**2.2. Purpose**

The purpose of this contract is to enhance operational effectiveness and efficiency of the Commission’s case process workflow so as to reduce turnaround times and ensure consistency in approach and response in relation to the Commission’s end to end processes.

**2.3 Results to be achieved by the Contractor**

The results of the project are as follows –

**Result 1**: IT capacity assessment that determines IT requirements to attain the Commission’s strategic and operational aspirations presented in a report with recommendations and costs.

**Result 2**: Design of an electronic document management system and procurement of server and related hardware and software to allow the Commission to repatriate the system and host it in-house and a sustainability/maintenance and disaster recovery plan and system so as to enhance document management and organizational efficiency.

**Result 3**: Repatriation of CMS and Implementation of electronic document management system aligned with CMS including training of Board and staff on use of system, disaster recovery plan and sustainability/maintenance plan.

1. **Scope of work** 
   1. **The scope of work includes but not limited to the following**

The project shall have the purpose of enhancing the capabilities of the Commission and will include the following-

* Conduct IT capacity assessment in consideration of strategic and operational needs and requirements;
* Design and/or Incorporate internal document management workflow processes;
* Installation of a server and repatriation of Case Management System;
* Procurement and installation of an electronic document management system;
* Development of the EDMS sustainability/maintenance plan and disaster recovery plan and;
* Installation of a Board Pack software/application in all iPads of Commissioners including access to CMS; and
* Training of Board and Staff on use of equipment and systems.
  1. **Specific work**

The deliverables under this project will include the following:

**Result 1**: Conduct IT capacity assessment to determine IT requirements to attain the Commission’s strategic and operational aspirations and presented in a report with recommendations and costs.

* Establish the Commission’s strategic and operational IT needs as well as resources and capabilities including appropriateness of internal data services.
* Determine the Commission’s present performance, capabilities, and evaluate new technologies available on the market and their potential to support new strategic options.
* Produce a report of findings and recommendations with an action plan with costs and phases if necessary.

**Result 2**: Design of electronic document management system and procurement of server and related hardware and software to allow the Commission to repatriate the system and host it in-house so as to enhance document management and organizational efficiency.

* + Develop specifications for a capable server and facilitate sourcing and installation to allow the Commission to repatriate the CMS and
  + Facilitate sourcing and installation of electronic document management system that is compatible with the CMS.
  + Recommend and design electronic document system that -
  + allows records to be classified in accordance with the Commission’s records classification scheme and is able to generate a sequential numeric or alphanumeric reference for a folder.
  + stores, scan and record various documents to electronic media.
  + allows documents to be created, scanned, indexed and electronically stored and retrieved in a manner that is easily and readily accessible.
  + Allows for an effective disaster recovery system.
  + accessible from any computer linked to the Commission’s computer network.
  + highly secure and have the ability to assign rights and restrictions on the use or management of particular records in order to facilitate security.
  + prevent the destruction or deletion of folders, records and associated metadata at all times, except when authorized to do so by the System Administrator or the creator.
  + should monitor access to the system
  + Develop specifications for the Board Packs software/application compatible with CMS.
  + Preparation and submission of system sustainability and maintenance plan.

**Result 3**: Repatriation of CMS and Implementation of electronic document management system including training of all staff on use of system, sustainability/maintenance plan and disaster recovery plan.

* Installation of server.
* Liaise with ERDC, the company currently hosting the CMS, and facilitate the repatriation of CMS hosting to local platform as well as all activities that need to be considered/undertaken to achieve this.
* Install electronic document management system.
* Install Board Packs software/application including access to CMS.
* Training of Board and staff on systems.
* Train local technician on system maintenance.

1. **Assumptions and risks** 
   1. **Assumptions underlying the project**

It is assumed that all the required equipment will be easily sourced so as not to delay the project.

* 1. **Risks envisaged under this Project are:**
* If the IT resources and capabilities are incorrectly assessed the solutions might be inadequate or inappropriate which would render the exercise unnecessarily expensive and useless to the Commission’s strategic aspirations for enhanced agency efficiency and effectiveness.
* Project needs input from other projects, namely the website redesign and organisational processes development, and coordination might not be effective therefore causing delays.
  1. **Project management**
     1. **Responsible body**

The Commission in liaison with the International Trade Department (ITD) will be responsible for managing this Contract. For purposes of this assignment, the Contract Manager is the Chief Executive Officer (CEO) of the Commission.

### **Management structure**

The Contracting Authority is the Ministry of Commerce, Industry and Trade. The TRF Project has a Project Management Unit (PMU) based at Ministry of Commerce, Industry and Trade. The PMU will be assisting with all project coordination work. The Commission is the beneficiary of this contract and therefore will be managing the implementation of this assignment. The consultant will report directly to the Chief Executive Officer of the Commission. The Commission will be responsible for receiving and accepting deliverables under this contract. The Ministry of Commerce, Industry and Trade will be responsible for authorizing all payments under this contract.

### **Facilities to be provided by the Contracting Authority and/or other parties**

1. The Commission shall provide the consultant with;

* Furnished office space
* Transportation
* Printer
* Internet access

1. Consultant should provide his/her own secretarial services and have his/her own computer and mobile phone.
2. **LOGISTICS AND TIMING**
   1. **Location**

The contract will be implemented in the Kingdom of Eswatini. The consultant shall be stationed at the Commission’s offices for the aspects of the exercise requiring him/her to be in country.

* 1. **Start date & period of implementation of tasks**

The intended start date is 30th June, 2019 and the project should be implemented over a period not exceeding six (3) months including sourcing and installation of the server and EDMS, repatriation of the case management system and training of Board and staff.

1. **REQUIREMENTS**
   1. **Consultant’s capability and expert knowledge**

The consultant’s proposal must outline the experience, expertise and competencies on offer and should expressly detail their previous experience in dealing with a project of this nature. The profile of the expert for this contract is as follows:

*Education and Training (20)*

* A first level diploma in Information Technology. Qualifying experience i.e. 2 years’ work experience in Information Technology systems may be accepted in lieu of the first diploma.
* Certification(s) in information management will be an added advantage.

*Specific professional experience (70)*

* Consultant undertaking the assignment should have a minimum of 5 years’ experience in information technology systems and electronic document management.
* Experience with implementing electronic Document Management systems. Demonstrated experience in electronic document management in a SharePoint environment is an asset.
* Experience ensuring usability and user-friendliness of records management instruments.
* Demonstrated experience in developing and implementing a classification scheme for all document types, record retention schedules and document metadata standard.
* Demonstrated experience in creating and evaluating records management system requirements for record management.

*General experience*

* Report writing and presentation preparation including illustrations.
* Data gathering and analysis skills.
* Project management experience.
* General knowledge of data base management

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

* 1. **Facilities to be provided by the Contractor**

The Contractor shall ensure that experts are adequately supported and equipped. In particular, the Contractor must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

1. **REPORTS**

|  |  |  |
| --- | --- | --- |
| **Name of report** | **Content** | **Time of submission** |
| Inception Report | The diagnostic assessment of the Commission’s IT capacity including infrastructure, software, systems and processes. | No later than 10 working days after the start of implementation |
| Interim Report | Preparation of specifications for server and related hardware and software and recommendations and action plan with costs to address the IT deficiency issues identified by the assessment. | 4 working days after acceptance of assessment report by Commission |
| Final Report | Status of implementation of interventions on action plan, description of achievements, problems encountered and recommendations; a final invoice. | Final report submitted one week before the end of Contract |

## 

## Submission & approval of reports

Copies of the reports referred to above must be submitted to the Contract Manager [CEO-Commission]. The reports must be written in English. The Contractor will submit one (1) soft copy and two (2) neatly bound hard copies of the above reports in English.

The Contract Manager is responsible for approving the reports.

The documents referred to above must be submitted electronically via email as draft reports to the Contract Manager. Comments and Approval of final drafts will be provided via e-mail within 3 days.

# Budget

The budget available for this contract is **€ 3 700. 00** (Three thousand seven hundred Euros). This amount is for the remuneration for the consultant (fees) only.

**ANNEX 2: Expression of Interest Forms**

[A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT 11](#_Toc267927845)

[B. CURRICULUM VITAE 13](#_Toc267927846)

[C. FINANCIAL PROPOSAL 17](#_Toc267927847)

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

**REFERENCE NUMBER: SWAZI/SADC/TRF/2017/1/17**

REQUEST FOR SERVICES TITLE: **PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT RECORDS MANAGEMENT**

[*Location, Date*]

To: Ministry of Commerce, Industry and Trade

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the ***PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT AND EFFECTIVE RECORDS MANAGEMENT*** in accordance with your Request for Expression of Interests number *SWAZI/SADC/TRF/2017/1/17,* dated [*insert date*] for the sum of [*Insert amount(s) in words and figures*1[[1]](#footnote-1)]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *[“does” or “does not” delete as applicable]* includeany 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 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 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]* |
| 1. **First names:** | *[insert the names in full]* |
| 1. **Date of birth:** | *[insert the date]* |
| 1. **Nationality:** | *[insert the country or countries of citizenship]* |
|  |  |
| 1. **Physical address:** 2. **Postal address** 3. **Phone:** 4. **E-mail:** | *[insert the physical address]*  *[Insert Postal Address]*  *[insert the phone and mobile no.]*  *[Insert E-mail address(es)* |
| 1. **Education:** |  |
|  |  |
| **Institution:**  **[Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the no.]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |

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

**16. Specific experience in the region:**

|  |  |
| --- | --- |
| **Country** | **Date from - Date to** |
| *[insert the country]* | *[indicate the month and the year]* |
| *................* | *......................* |
| *[insert the country]* | *[indicate the month and the year]* |

**17. Professional experience:**

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

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

***[insert the details]***

***19. Statement:***

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

I hereby declare that at any point in time, at the SADC Secretariat’s request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above**[[2]](#footnote-2),** 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***

**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER:** SWAZI/SADC/TRF/2017/1/17– PROCUREMENT AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM TO ENSURE EFFICIENT AND EFFECTIVE RECORDS MANAGEMENT

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[3]](#footnote-3)** | **Unit[[4]](#footnote-4)** | **No. of Units** | **Unit Cost**  **(in Euro)** | **Total**  **(in Euro)** |
| **Global price** | | N/A | N/A |  |  |
| **TOTAL FINANCIAL OFFER (Global price)** | | | | |  |

Signature [*In full and initials*]:

Name and Title of Signatory:

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

**SERVICE CONTRACT**

Entered into by and Between

**THE GOVERNMENT OF THE KINGDOM OF ESWATINI**

**THROUGH THE MINISTRY OF COMMERCE, INDUSTRY AND TRADE**

(Duly represented by **SIBONISO NKAMBULE** in his capacity as the **Principal Secretary for** **the** **Ministry of Commerce Industry and Trade**) (Hereinafter referred to as the “**Contracting Authority**”)

**And**

“**Contractor**”)

For:

**SADC TRF/2017/1/17**

**NOW THEREFORE** the Parties agree as follows:

1. **DEFINITIONS**

1.1 In this Agreement, in the absence of the express provision or statement to the contrary:

“Contract” means the Agreement covered by these terms and all the Annexes and documents incorporated and/ or referred to therein and attachments thereto;

“Contracting Authority” means the Government of Eswatini;

“Contractor”

“Contract Value” means EURO 3 700;

“Days” means working days excluding weekends and holidays;

“Services” means the work to be performed by the Contractor pursuant to this Contract, as described in Annex 1 hereto;

“VAT” means as defined in the relevant legislation.

1.2 Words importing any one gender shall include the other.

2. **COMMENCEMENT AND DURATION**

This Agreement shall commence on the date of signature by both Parties and shall continue in force for a period of three months.

3. **SERVICES**

The Contractor will undertake the performance of the services in accordance with the provisions of Annex 1 of this Agreement and shall in the performance of the services, exercise all reasonable skill, care and diligence to be expected of a Contractor carrying out such services.

4. **PAYMENT**

4.1 The Contractor shall be paid for the services at the rates and upon the terms set out in Annex 2.

4.2 Payment shall be made to the Contractor, in Euros, unless otherwise provided and where applicable VAT shall be payable on such sums at the applicable rate.

4.3 The Contractor must in all cases provide their VAT registration number on all invoices.

4.4 Invoices shall be delivered by the Contractor to the Contracting Authority and shall be paid within thirty (30) days of receipt by the Project Director, subject to the Contractor having complied with her obligations in full as stated in Annex 2 of the Agreement.

4.5 The Contracting Authority 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 Contracting Authority.

5. **ASSISTANCE WITH LOCAL REGULATIONS AND PAYMENT OF TAXES**

5.1 The Contractor shall be responsible for paying any tax and social security contributions in his country of residence, for any activity deriving from this Agreement. Such costs shall be assumed to be included in the Contractor’s fees.

5.2 The Contractor shall be responsible for paying any taxes resulting from the activities performed under this Agreement, imposed to the individual in the country or countries of the assignment with the exception of the ones set out in 4.2 above.

6. **SUPERVISION OF SERVICES**

6.1 The Contractor undertakes to deliver the services in compliance with a system of quality assurance acceptable to the Contracting Authority which shall include any steps to comply with the standards operated by the Contracting Authority.

6.2 The Contractor shall be informed of the specific requirements in relation to the above, and at the request of the Contracting Authority, he shall allow access to information, records and other materials during normal office hours as the Contracting Authority may require, confirming that the work in progress is in accordance with these quality procedures.

7. **COMPLIANCE WITH THIS AGREEMENT**

7.1 The Contracting Authority shall be entitled to seek confirmation from the Contractor at any time during the delivery of this Agreement, and for a period of one (1) year after the completion of the service, that the Contractor has complied with the terms of the Agreement.

7.2 The Contracting Authority may also request that the Contractor provides reasonable documentary evidence to support that the Contractor has complied with the terms of the Agreement.

7.3 The Contracting Authority may delay or withhold payments in the event of non-compliance as provided in the Payment Clause above.

8. **ASSIGNMENT AND SUBCONTRACTING**

8.1 The Contractor shall not sub- contract, sublet, assign or transfer or in any way dispose of any rights, interests or obligations under this Agreement.

8.2 Where the Contractor considers it necessary to use the services of a third Party, the Contractor shall inform the Contracting Authority’s Project Director in writing, only once written approval is provided can the Contractor proceed to use a third party.

8.3 When the Project Director agrees that the Project under the Agreement can be performed by a third party, under the direct control of the Contractor.

8.4 The Contracting Authority will not be responsible for the third party’s performance of duties or services assigned to it, and neither for ensuring that the conditions of employment are met nor for any other employment obligations relating to that third party, including, but not restricted to taxation, and insurance, including professional indemnity insurance, employer’s liability insurance and public liability insurance.

9. **BREACH**

Should any Party breach any term of this Agreement and fail to remedy such within thirty (30) days of receiving written notice requiring the Party in breach to remedy the breach, the aggrieved Party shall, without prejudice to any rights it may have in law, be entitled to terminate the Agreement in writing.

10. **LIABILITY OF THE CONTRACTOR**

10.1 The Contracting Authority will be relying on the Contractor’s skills, expertise and experience in relation to the performance of the services in accordance with this Agreement and upon the accuracy of all representations and statements made and the advice given in connection with the provision of the services.

10.2 The Contractor shall at its own expense, indemnify, protect and defend the Contracting Authority, its agents and employees from and against all actions, claims, losses or damages arising out of the Contractor’s performance of work and services under this Agreement, provided that:

(a) The Contractor is notified of such actions, claims, losses or damages not later than thirty (30) days after the Contracting Authority becomes aware of them;

(b)Compensation for damages or losses resulting from the Contractor’s liability in respect of the Contracting Authority is capped to an amount equal to the contract value. However, compensation for losses or damages caused to third parties by the Contractor’s wilful misconduct cannot be capped;

(c) The Contractor’s liability shall be limited to actions, claims losses or damages directly caused by such failure to perform its obligations under the Agreement and shall not include liability arising from unforeseeable occurrence’s incidental or indirectly consequential to such failure.

10.3 The Contractor at its own expense, upon the request of the Contracting Authority, shall remedy any defect in the performance of her obligations under the Agreement.

10.4 The Contractor shall not be liable for actions, claims, losses or damages occasioned by the Contracting Authority’s omission to act on any recommendation; or overriding any act or decision of the Contractor; or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which she expresses a serious reservation.

11. **INSURANCE**

11.1 The Contractor must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all services provided.

11.1.1 The cost of such insurance will be covered from reimbursable expenses of the Agreement.

11.2 Where national requirements or practices provide for different regulations concerning insurance, the Contractor may provide written confirmation of all insurances held and signed declaration that these are in line with the regulations or practices in their country of operation.

11.2.1 Only if such confirmation has been provided and written confirmation of its acceptance provided to the Contractor by the Contracting Authority, will this remove the obligation to meet the requirements of sub –clause 11.1 above, in full.

11.3 The Contractor shall take insurance with an insurer of good repute and the Contractor shall maintain such insurance for a period of one (1) year from completion of the services under this Agreement, so long as the insurance continues to be available upon reasonable terms at reasonable commercial rates, failing which the Contracting Authority shall be entitled to take out insurance itself to cover any potential liability in relation to the performance of the services under this Agreement. The cost of such insurance shall be a debt immediately due from the Contractor.

11.4 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 Agreement.

12. **COPYRIGHT**

12.1 Unless otherwise specified, the title of the copyright and any of the intellectual property arising out of the performance of this Agreement shall be vested in the Contracting Authority, which shall have the unfettered right to assign and grant sub licenses in respect of same.

12.2 The said materials shall not be reproduced or disseminated without proper compensation and written permission from the Contracting Authority.

12.3 This provision shall apply to the title to rights arising from the performance under this Agreement but shall not apply to the internal systems or rights in relation to the Contractor’s own systems not created specifically for this purpose and where the same are an important part of the services.

12.3.1 The Contractor shall grant a free and irrevocable license/ to the Contracting Authority and its assignees for the use of same in that connection.

12.4 The Contractor warrants that it is free of any duties or obligations from third parties which may conflict with this Agreement and, without prejudice to the generality of the Liability Clause 10 above, agrees to indemnify the Contracting Authority against any and all actions, costs, damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Contracting Authority may incur or suffer as a result of the breach by the Contractor of this warranty.

13. **NON- DISCLOSURE AND CONFIDENTIALITY**

13.1 The Contractor shall keep in confidence all information received from and all work carried out for the Contracting Authority during the implementation of this Agreement and shall not use, publish or divulge to third parties without the prior written consent of the Contracting Authority.

13.2 The Contractor shall not make any communication to the press or any broadcast, including, but not limited to, the inclusion of information on a website, about the services without the prior written consent of the Project Director.

13.3 In the event the Contractor violates the above Clause 13.2, then he will automatically and legally be held liable to pay the amount estimated as the minimum reasonable damages resulting from breach of confidentiality. This is without prejudice to the right of the Contracting Authority to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Contractor in relation to the Contracting Authority.

14. **SUSPENSION AND TERMINATION**

14.1 The Contracting Authority may at any time, by giving thirty (30) days written notice to the Contractor, terminate in whole or in part or suspend the performance of the services, due to factors beyond the control of the Contracting Authority or by reason of some breach or default of the Contractor.

14.2 If the suspension continues for a period in excess of twelve (12) months, then either Party may terminate the Agreement by written notice to the other Party.

14.3 The Contractor may, after giving thirty (30) days written notice to the Project Director, terminate the Agreement unilaterally without providing any reasons for such decision.

14.4 In the event of early termination of the Agreement, termination not due to any breach on the part of the Contractor, the Contractor shall be entitled to a fair and reasonable proportion of the fees payable for the 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.

15. **WAIVER**

No failure, delay, relaxation or indulgence on the part of The Contracting Authority in exercising any power or right conferred upon such Party in terms of this Agreement, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof, or the exercise of any other power or right under this Agreement.

16. **VARIATIONS**

No variation, addition or cancellation of any part of this Agreement shall be of any force or effect unless reduced to written as an Addendum and signed by the Parties.

17. **DISPUTE RESOLUTION**

17.1 The Parties shall endeavour to settle any dispute or claim arising out of the interpretation, application or implementation of this Agreement or the breach thereof, amicably through consultation and negotiation between the Parties.

17.2 If after 7 days from commencement of such negotiations, the Parties have failed to negotiate an amicable settlement; either Party may refer the matter to arbitration for determination.

18. **DOMICILE**

18.1 The Parties elect the following addresses as their respective *domicilia citandi et executandi* at which all notices and other communications must be delivered for purposes of this Agreement:

(a) **CONTRACTING AUTHORITY**

The Principal Secretary

Ministry of Commerce Industry and Trade

Inter- Ministerial Building

Block 8 and Level 1

Mhlambanyatsi Road

P. O. Box 451

Mbabane, Eswatini

**Tel: +268 2404 3201**

**Telefax: +268 2404 4711**

**Email: ps\_commerce@gov.sz/nkambulesib@gmail.com**

(b) **CONTRACTOR**

**Tel:**

**Email**

18.2 Any notice or other communication sent by one Party to the other shall be in writing and deemed to have been received by the other Party to whom the notice was addressed if it is hand delivered during ordinary business hours at the domicilium citandi et executandi address of such Party and signed for by the person receiving the notice, or if sent by post, within seven (7) days of postage thereof by registered mail.

18.3 Any Notice sent by telefax to either Party at its telefax number shall be deemed, unless the contrary is proved to have been received within two (2) hours if it is transmitted during ordinary business hours excluding Saturdays and Sundays.

18.4 Notice of not less than fourteen (14) days, of change of address shall be given to the Parties hereto in writing, provided that none of the Parties shall be entitled to select a post box or an address outside Eswatini.

19. **GOVERNING LAW**

19.1 This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Eswatini.

19.2 The Parties agree to submit to the exclusive jurisdiction of the courts of the Kingdom of Eswatini.

**Signed at Eswatini on this.......... day of ...................2019.**

**WITNESSES:**

1. ..........................................................

................................................................

For and behalf of the Contracting Authority

1. ..........................................................

**Signed at Eswatini on this ……… day of …………………. 2019**

**WITNESSES:**

1. ..........................................................

.............................................................

For and behalf of the Contractor

2. ..........................................................

***Annex 1: Terms of Reference***

***Annex 2: Payment Schedule and Requirements***

***Annex 1: Terms of Reference***

*[insert the Terms of Reference]*

***Annex 2: Payment Schedule and Requirements***

* 1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of Euros ***[3,700],*** which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.

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

100% once off

3. **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.

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-1)
2. ***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.***  [↑](#footnote-ref-2)
3. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-3)
4. Indicate unit cost. [↑](#footnote-ref-4)