



SADC Aviation Safety Organisation

REQUEST FOR PROPOSAL

**SELECTION OF CONSULTANTS
FOR SADC AVIATION SAFETY ORGANISATION (SASO)
RETREAT FACILITATOR'**

REFERENCE NUMBER: SASO/2023/1

18th October 2023

INSTRUCTIONS TO BIDDERS

Definitions

- “Bidder”** refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by the SASO Secretariat through this RFP.
- “Contract”** refers to the agreement that will be signed by and between the SASO Secretariat and the successful Bidder, all the attached documents thereto, including any the Appendices.
- “Day”** refers to calendar day.
- “Instructions to Bidders”** refers to the complete set of documents that provides Bidders with all information needed and procedures to be followed in the course of preparing their Proposals
- “Material Deviation”** refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of SASO Secretariat and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- “Proposal”** refers to the Bidder’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- “RFP”** refers to the Request for Proposals consisting of instructions and references prepared by the SASO Secretariat for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- “Services”** refers to the entire scope of tasks and deliverables requested by SASO Secretariat under the RFP.
- “Terms of Reference” (TOR)** refers to the document included in this RFP as Section 2 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the Bidder, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful Bidder.

GENERAL

1. **The SASO Secretariat** is inviting **Consultants** to submit their CV and Financial Proposal for the following services:

“CONSULTANCY FOR SADC AVIATION SAFETY ORGANISATION (SASO) RETREAT FACILITATOR”

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

2. **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 SASO 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 SASO Secretariat' financial interests;*
or
- f) *they are not being currently subject to an administrative penalty.*

3. The maximum budget for this contract is an all-inclusive budget of US \$ **US\$10,000.00**. Proposals exceeding this budget will not be accepted.

4. Your Proposals must be presented as per Standard RFP Forms attached as Annex 2 to this RFP, 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 in a sealed envelope clearly marked **“REFERENCE NUMBER: SASO/2023/1 CONSULTANCY FOR SADC AVIATION SAFETY ORGANISATION RETREAT FACILITATOR”** should be submitted in the tender box located at the

following address:

Secretary to the Tender Committee
SADC Aviation Safety Organisation (SASO)
Fifth Floor, Sibekelo Building
Mhlambanyatsi Road, Mbabane
P.O. Box 7919 Mbabane
Eswatini

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is Tuesday **31st October 2023 at 16:00hours local time**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to info@saso.sadc.int by the deadline in Paragraph 6 above
8. Your Proposal will be evaluated against the following criteria.

Category	Points
Education and Training	30
Specific Skills	60
General Skills	10
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 RFP:
 - (i) **PRICES:**
The financial proposal shall be inclusive of all expenses deemed necessary by the Consultants for the performance of the contract.
 - (ii) **EVALUATION AND AWARD OF THE CONTRACT:**
Request for Proposal determined to be formally compliant to the requirements will be further evaluated technically.

A Request for Proposal is considered compliant to the requirements if:

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7, 8 and 9 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer (professional fees) within the budget as

indicated under Paragraph 3. Request for Proposal not obtaining a minimum technical score of 70% will be rejected.

Request for Proposal determined to be formal and technically compliant to the requirement will be evaluated by comparison of their Technical and Financial proposal/prices. A Request for Proposal is considered compliant to the requirements if it fulfils the formal requirements (see Paragraphs 2, 3,4,5,6 and 7 above), and has received a minimum 70% of the technical scores at the technical evaluation.

The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$). The formula used to determine the proposal achieving the highest combined technical and financial scores; $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be awarded the contract

(iii) VALIDITY OF THE REQUEST FOR PROPOSAL:

Your Request for Proposal 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 **one (1) week** from the signature of the contract.
11. Additional requests for information and clarifications can be made until 5 calendar days prior to deadline indicated in the paragraph 6 above, from:

Manager Corporate Services
Request for Proposals for Consultancy for SASO Retreat Facilitator
Reference Number: SASO/2023/1 Consultancy for SASO Retreat Facilitator
SADC Aviation Safety Organisation (SASO)
Fifth Floor, Sibekelo Building
Mhlambanyatsi Road, Mbabane
P.O. Box 7919 Mbabane
Eswatini

The SADC Aviation Safety Organisation (SASO) does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders.

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Request for Proposal Forms**

ANNEX 3: **Standard Contract for Consultants**

Sincerely,

Name: Silahliwe Mogale

Title: Administrative Assistant

ANNEX 1: TERMS OF REFERENCE



SADC Aviation Safety Organisation

TECHNICAL ASSISTANCE TO SADC AVIATION SAFETY ORGANISATION (SASO) SECRETARIAT STAFF RETREAT FACILITATION

1. Procuring Entity

The SADC Aviation Safety Organisation (SASO), is established under the Principle of Subsidiarity as an independent organisation from the Southern African Development Community (SADC). SASO serves the interests of SADC Member States consisting of sixteen (16) member states; Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, United Republic Tanzania, Zambia and Zimbabwe.

The aviation sector plays a vital part in contributing to the economies of the SADC Member States. Air transport is increasingly becoming the preferred mode of transport for the movement of people and goods into and out of the SADC region, and within the SADC Member States, for purposes of tourism and trade in particular.

The SADC Protocol on Transport, Communication and Meteorology requires Member States to harmonise their policies and procedures on civil aviation and foster the development of International Civil Aviation through cooperative arrangements.

SADC Member States have found it imperative to establish a regional organisation responsible for enhancing the safety of civil aviation in the regional bloc. This follows the inadequacy of skilled, qualified and competent technical experts from within Member States to fulfil their safety obligations, respectively and contribute to the safety requirements of the Region.

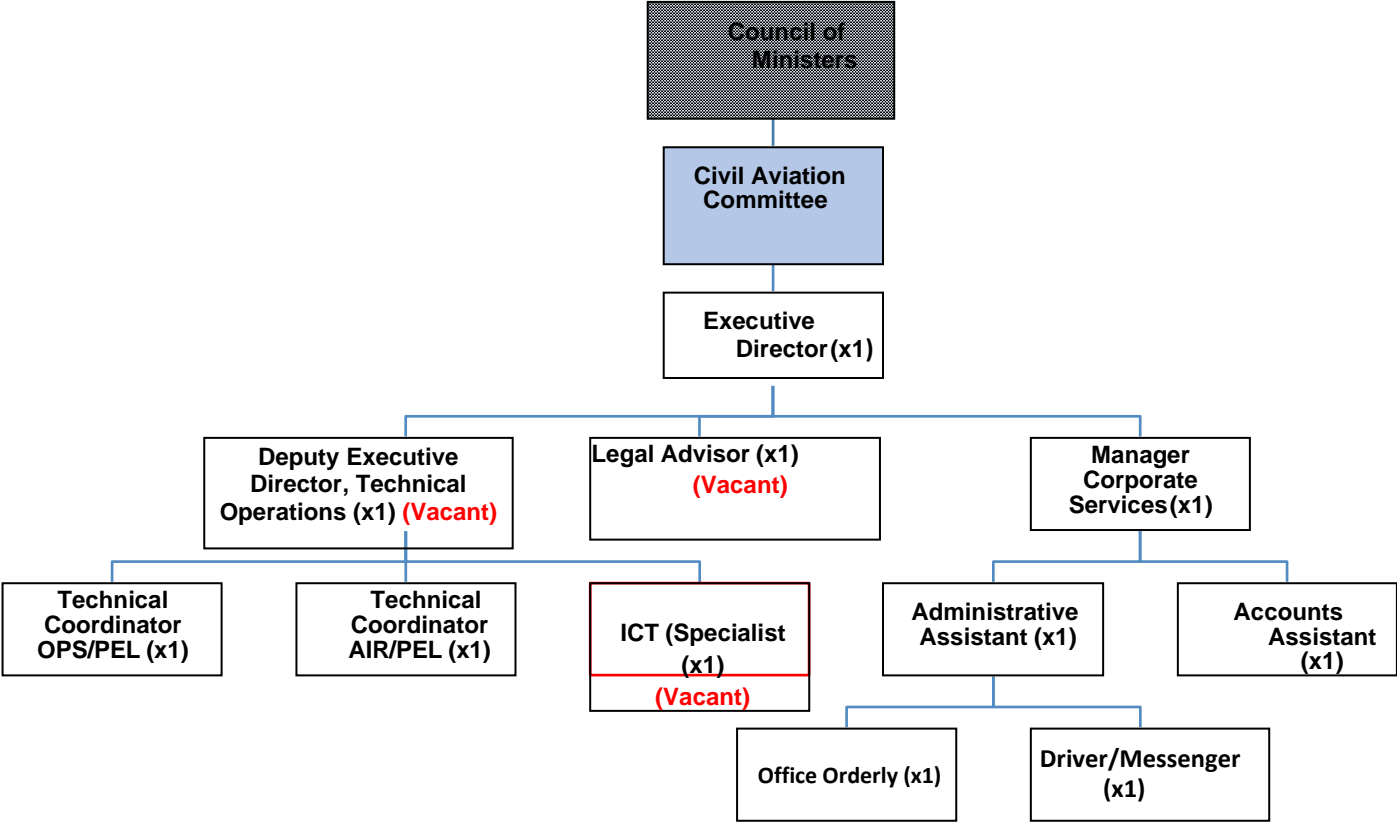
The aim of the SADC Aviation Safety Organisation (SASO), established under the Principle of Subsidiarity, is to promote the safe and efficient use and development of civil aviation within the SADC Region. A Secretariat is established to facilitate day to day operations. It is a legal entity hosted by the Kingdom of Eswatini and observing its laws of the Kingdom.

The principle of subsidiarity, approved by the SADC Council of Ministers at its meeting held in Grand Baie, Mauritius, in August 2004, is a cost-effective means that promotes accountability and sustainability. It is in line with the SADC Treaty, which provides for the involvement of the people of the SADC Region and key stakeholders in the process of regional integration.

The Organisational Structure of the SASO Secretariat was approved in 2020 and reviewed

in 2021. This structure, is detailed below:

SASO ORGANISATIONAL STRUCTURE



The organizational objectives as laid out in article 6 of the SASO Charter are:

- 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

2. Background on the assignment

With a view of achieving and bringing the SASO staff together and facilitating team orientation on clarity of roles and responsibilities, as well as to enable clear understanding of SASO strategic directions and expectations from the Secretariat, the SASO Secretariat Retreat for 2023/24 Fiscal Year.

3. Objectives

The overall objective of the SASO Staff Retreat is to propose sustainable team building and performance culture in the organisation, through enhanced teamwork with a view of boosting team performance, collaboration and fostering leadership that will enable attainment of SASO mission and objectives and communication and socialization within the team.

In line with this, the SASO Staff Retreat aims to facilitate a change of mindset through the following specific objectives:

- (i) To appreciate the role of leadership and personal mastery in the success of organization and how the team can leverage these;
- (ii) To review and have a common understanding on the SASO strategic imperatives as outlined in the key strategy documents;
- (iii) To develop key ingredients for performance driven team through actions that can be measured and managed both at team and institutional level; and
- (iv) To embrace personal effectiveness and to fostering team work.

4. Scope

The retreat is planned to bring together Management and Staff of the SASO Secretariat.

A Short-term Facilitator is needed for the assignment consisting of methodological preparation and facilitation of a three (3) day workshop (taking place from 13 November 2023 to 15 November in Eswatini) and the drafting of a report documenting its outcome (TBA)

5. Tasks

The retreat will comprise participatory/interactive, plenary and group sessions facilitated by an experienced and qualified Facilitator that has carried out similar assignments, with broad exposure in organizational change management, personnel effectiveness, organizational development and management of Staff Retreats, strategy, leadership, execution and personal mastery facilitation, and ability to engage officials professionally but challenging.

The Facilitator is expected to facilitate the retreat according to an agreed programme. The Facilitator will also guide SASO in achieving the outputs of the retreat in a transparent and objective manner. Among others, the Facilitator will:

- (i) Lead the design and develop/improve the draft agenda of the SASO Staff teambuilding retreat;
- (ii) Facilitate the retreat, including developing activities and exercises aimed at strengthening and encouraging efficient and effective communication, team building, knowledge and information sharing;
- (iii) Leverage team and organizational strengths and assess Leadership versus team building;
- (iv) Assess organizational and leadership effectiveness and build a strong and well supported plan for change and development;
- (v) Develop a strong buy-in and agreement on leadership behaviours needed for leadership/organization development;
- (vi) Build better understanding and leadership of the interconnected elements to building a high performing organization;
- (vii) Create a significant and sustained culture change and advise SASO Staff after the teambuilding retreat on proposed strategic adjustments;
- (viii) Write a final retreat report that includes the results of the assessment of working dynamics, identifies strengths, weaknesses, opportunities and threats in communication and collaboration within the team and recommends how to build on strengths, opportunities and address weaknesses and threats.

6. Expected Outcome

The SASO Staff teambuilding retreat will help to deepen a shared vision and understanding for a high-performing team that is delivering the mandate of the institution. It will also be deliberate in determining the key elements and individual contributions to goals of the organisations and also promote the practice of skills that are needed to overcome the inevitable challenges that arise in teams, appreciate individual differences, communicating collaboratively, and managing conflict.

Therefore, the staff retreat will:

- (i) Create time to focus on the importance of team work and what is needed to make a better team. Learning how to work together effectively will create efficiency and knowledge on how to manage each other's strengths and weaknesses;
- (ii) Break down barriers in communication and enable better ways of improving both verbal and non-verbal forms of communication; and
- (iii) Identify leadership qualities in individuals and highlight areas where management team can contribute as leaders.

7. Expected Outputs

The key expected outputs of the retreat are:

- (i) A thoroughly planned and smoothly executed Staff team-building retreat
- (ii) Draft Report of the SASO Staff Retreat
- (iii) Team Building Plan for Management (concrete recommendations on how to optimize communication)

8. Deliverables

The following deliverables are set:

Deliverable	Due by
(i) Preparation and conceptualisation of the retreat	1 day
(ii) Facilitation of the retreat	3 days
(iii) Final Retreat Report, including assessment results and recommendations,	1 day
Total	5 days

9. Key competences, technical background, and experience required:

- (i) Post graduate degree and/or diploma preferably in Organizational Psychology / Organizational Development / Human Resources Management / Economics, Engineering or other related qualifications;

- (ii) At least 8 years of relevant work experience on organizational change management, organizational development and facilitation of Staff Retreat, with a focus on team building, facilitating meetings or workshops for international, regional or bilateral development organizations;
- (iii) Expertise in designing and implementing a wide range of interactive methods to strengthen teams and improve communication in the workplace;
- (iv) Cultural sensitivity and experience moderating meetings of culturally diverse and international groups comprised of Senior Management Team;
- (v) Excellent analytical and interpersonal skills;
- (vi) Flexible nature and ability to adapt;
- (vii) Experience working in the SADC region an asset;
- (viii) Understanding of an RSOO's or civil aviation Dynamics an asset;
- (ix) Post graduate degree and/or diploma or equivalent in Social Sciences, Organisational Development, Communications, and/or relevant field required;
- (x) Fluency in English (French and Portuguese an asset).

10. Requirements

Interested Consultants are invited to submit the following:

- (i) Details of similar assignments undertaken
- (ii) Technical capacity in terms of qualifications and competencies for the assignment (Attach detailed CVs)
- (iii) Clear understanding of the assignment/interpretation of the TORs

11. Operational arrangements

The retreat is schedule to take place from the 13th November 2023 to the 15th November 2023 in Eswatini.

The Facilitator is expected to make all logistical arrangements (including for transport, accommodation, visas and permits, etc.) themselves, however, the SASO Secretariat can support the Facilitator in making these logistical arrangements where appropriate. The proposed maximum costs for these shall be part of the quotation.

The Facilitator must be equipped with a portable computer (laptop), and must be reasonably accessible by email and telephone (preferably mobile)

All objectives will be achieved within the allocated man days indicated above.

Costs will incur according to the allocation budget allocation sheet.

12. SASO Secretariat inputs

The SASO Secretariat will provide the following documents to the contractor at the start of the assignment:

- (i) Draft Programme of the Retreat
- (ii) Approved Organisational Structure

All documents are provided on a confidential basis. They must not be shared with persons outside the SASO Secretariat without the programme's prior written permission.

13. Reporting

The Facilitator reports to Manager Corporate Services, Mr. Cleophas Samusodza

14. Budget

This Service Contract budget is for a maximum inclusive value of **US\$ 10,000.00**.

ANNEX 2: Request for Proposal Forms

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A. COVER LETTER FOR THE REQUEST FOR PROPOSAL FOR THE PROJECT

REFERENCE NUMBER: SASO/2023/1 CONSULTANCY FOR SASO STAFF RETREAT FACILITATOR

Mbabane, 18th October 2023

To: SASO Secretariat Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY FOR SASO STAFF RETREAT FACILITATOR**” in accordance with your Request for Proposal number **SASO/2023/1**, dated 18th October 2023 for the sum of US\$10,000.00 [Ten Thousand United States Dollars Only]. 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* include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

I take note that under the provisions of the SASO Procurement Policy applicable to this Request For Proposal, 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 procedure provided for in the national legislation or regulations of the SADC Aviation Safety Organisation member states;*
- b) *they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e., against which no appeal is possible);*
- c) *they have been declared guilty of grave professional misconduct proven by any means which SASO 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 SASO 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 SASO Secretariat’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 Proposal.

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 Proposal, and to be available for the entire duration of the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE

[insert full name]

- 1. **Family name:** *[insert the name]*
- 2. **First names:** *[insert the names in full]*
- 3. **Date of birth:** *[insert the date]*
- 4. **Nationality:** *[insert the country or countries of citizenship]*

- 5. **Physical address:** *[insert the physical address]*
- 6. **Postal address**
- 7. **Phone:** *[Insert Postal Address]*
- 8. **E-mail:** *[insert the phone and mobile no.]*
[Insert E-mail address(es)]

- 9. **Education:**

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

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

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

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

16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

17. Professional experience:

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

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

18. Other relevant information: (e.g. Publications)

[insert the details]

19. Statement:

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

I hereby declare that at any point in time, at the SASO Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above¹, documents which are attached to this CV as photocopies.

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

_____ Date: _____

- ATTACHMENTS:** **1) Proof of qualifications indicated at point 9**
 2) Proof of working experience indicated at point 15

¹ *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

C. FINANCIAL PROPOSAL

**REQUEST FOR SERVICES TITLE: CONSULTANCY FOR
SASOSTAFF RETREAT FACILITATOR**

REFERENCE NUMBER: SASO/2023/1

N°	Description¹	Unit²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day	N/A		
2	Flights ³	Trip	N/A		
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum	N/A		
	ii) Health insurance	Lump sum	N/A		
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum	N/A		
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month	N/A		
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

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

⁴ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR CONSULTANTS

STANDARD TERMS OF CONTRACT

(Consultant)

REFERENCE NUMBER: SASO/2023/1 -CONSULTANCY FOR SASO STAFF RETREAT FACILITATOR

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

The SASO Secretariat (hereinafter called the "Procuring Entity") with the registered business in: *Fifth Floor, Sibekelo Building, Mhlambanyatsi Road, Mbabane; P.O. Box 7919 Mbabane, Eswatini*

and, on the other hand,

[Insert the full name] (Hereinafter called the "Consultant"), with physical address in ***[insert the Consultant' address, phone, fax, email]***

WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to, and WHEREAS, the 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 SASO Secretariat*** who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

Contract value means the total price of the Financial Proposal included in the Consultant's Request for Proposal dated ***[insert the date]*** for the project **SASO/2023/1 – CONSULTANCY FOR SASO STAFF RETREAT FACILITATOR** and reflected as such in the Annex 2 of this contract.

Consultant means the individual/firm to whom the Procuring Entity has awarded this contract following the Request for Proposal **REFERENCE NUMBER: SASO/2023/1 -: CONSULTANCY FOR SASO STAFF RETREAT FACILITATOR**

- 1.3 **Services** means the Services to be performed by the Consultants 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 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 a Consultant carrying out such services.

3. Payment

- 3.1 The 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 Consultant in United States Dollars US\$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Consultant must, in all cases, provide their VAT registration number on all invoices.
- 3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

4. Status of the Consultant

- 4.1 For the duration of the Contract, the Consultant will have a status similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.
- 4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Consultant to live and work in the countries of the assignment as per the duties under the contract.
- 4.3 The Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the 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 Consultant in the country(ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

5. Supervision of the Services

The Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which

shall include any steps to comply with the standards operated by the Procuring Entity. The Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (s)he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

6. Compliance with this contract

The Procuring Entity will be entitled to seek confirmation from the Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

7. Assignment and Subcontracting

7.1 The Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

In the event of a breach of any Terms of the Contract, the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

9. Liability of the Consultant

9.1 The Procuring Entity will be relying on the Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.

9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all

actions, claims, losses or damages arising out of the Consultant's performance of this contract provided that:

- a) the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
- b) the ceiling on the Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Consultant's willful misconduct; and
- c) the 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 Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Consultant's failure to perform its obligations under the contract.

9.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which (s)he expresses a serious reservation.

10. Insurance

10.1 The Consultant must ensure that full and appropriate professional indemnity insurance and third-party liability insurance, is in place for all Services provided.

10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.

10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the 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 Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

10.4 All insurances effected by the Consultant shall be effected with an insurer of good repute and the 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 Consultant.

10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

11. Copyright

11.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licenses in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Consultant shall grant a free and irrevocable license to the Procuring Entity and its assigns for the use of the same in that connection.

The Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Consultant of this warranty.

12. Non-Disclosure & Confidentiality

12.1 The Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.

12.2 If the Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

13. Suspension or Termination

13.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Consultant's performance of the Services. In such event, the Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

13.2 The Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s) he gives a 30 days prior written notice to the Project Director.

13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the 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 Consultant, unless in writing by an authorized officer of the Procuring Entity, shall in any way affect or prejudice the rights of the Procuring Entity or be taken as a waiver of any of these Terms.

15. Variations

Any variation to these terms or the provisions of the Annexes shall be subject to a written Addendum and be signed by duly authorized signatories on behalf of the Consultant and the Procuring Entity respectively.

16. Jurisdiction

This contract shall be governed by, and shall be construed in accordance with Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts in regard to any claim or matter arising under this contract.

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

Signed today ***[insert the date]*** in four (4) originals in the English language by:

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

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 Consultant an amount not to exceed the 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 Consultant in his/her country of residence.

2. The breakdown of prices is:

N°	Description ¹	Unit	No. of Units	Unit Cost ² (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month			
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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

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

³ Indicate unit cost.

⁴ Provide clear description of what is their exact nature

3. The payment shall be made in accordance with the agreed schedule in line with the deliverables

4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the 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 Consultant in her/his invoices.