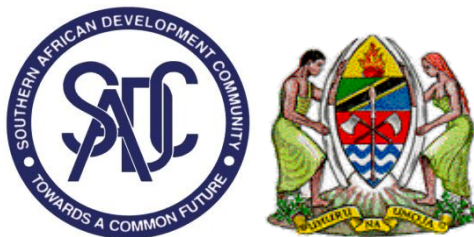


## Request for Expression of Interest

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*  
**Reference Number:** SADC/TANZ/MITI/TRF/C/2020/001



## REQUEST FOR EXPRESSION OF INTEREST

**Reference Number:** SADC/TANZ/MITI/TRF/C/2020/001

**Request for Services Title:** *Consultancy to Develop a National Database on Sanitary and Photo sanitary (SPS) Regulations and Other Measures For WTO Notifications*

1. The Ministry of Industry and Trade is inviting Individual Consultants to submit their CV and Financial Proposal for the consultancy service to develop a national database on sanitary and phytosanitary (SPS) regulations and other measures for WTO notifications

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

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

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

3. The maximum budget for this contract is **€15,000**. Proposals exceeding this budget will not be accepted.

## Request for Expression of Interest

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

**Reference Number:** **SADC/TANZ/MITI/TRF/C/2020/001**

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

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

6. The deadline for submission of your proposal, to the address indicated in Paragraph 4 is: **28<sup>TH</sup> APRIL, 2020 at 10:30 hrs**

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

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

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

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

(i) **PRICES:** The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

### **Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

**Reference Number:** **SADC/TANZ/MITI/TRF/C/2020/001**

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

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

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

Contact person: *Mrs Angelica Alfred, MIT/TRF Procurement officer*

Telephone: **+255 714 137008**

E-mail: [angelica.alfred@mit.go.tz](mailto:angelica.alfred@mit.go.tz)

**Copy:** yuda. [lyangalo@mit.go.tz](mailto:lyangalo@mit.go.tz)

#### **ANNEXES:**

**ANNEX1:Terms of Reference**

**ANNEX2:Expression of Interest Forms**

**ANNEX3:Standard Contract for Individual Consultants**

**Sincerely,**

Permanent Secretary  
MIT

## **Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*  
**Reference Number:** **SADC/TANZ/MITI/TRF/C/2020/001**

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



## **FINAL DRAFT TERMS OF REFERENCE**

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### **DEVELOPMENT A NATIONAL DATABASE ONSANITARY AND PHYTOSANITARY (SPS) REGULATIONS AND OTHER MEASURES FOR WTO NOTIFICATIONS**

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#### **1.0 BACKGROUND INFORMATION**

##### **1.1 Background**

Tanzania is a Member of WTO since 1995. In Tanzania, just as it may be the case in other countries, issues related to SPS are mandated to different institutions. The MINISTRY OF INDUSTRY AND TRADE, as a WTO National Notification Authority, provides the coordination roles to ensure all institutions responsible for SPS matter are coordinated and well informed on progress happening in the WTO negotiations through WTO SPS Committee meetings where these issues are discussed in details. In order to effectively implement this coordination role on SPS issues, the Ministry of Industry and Trade established a National SPS Committee in August, 2009. The committee was also meant to advice the Government on policies and regulations concerning SPS matters, monitor promulgation and implementation of national SPS measures and ensure adoption of international standards and guidelines.

The World Trade Organization (WTO) Agreements on Phytosanitary Measures (SPS) contain provisions on transparency requirements and procedures. Transparency provisions aim at achieving a greater degree of clarity,

## **Request for Expression of Interest**

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predictability and information exchange about trade policies, rules and regulations of WTO members. WTO members use notifications as the main instrument for improving transparency. Under the SPS Agreement, every WTO member is required to submit a statement on implementation and administration of the SPS Agreement; notify draft and adopted SPS Measures and establish enquiry points and Notification Authorities responsible for dealing with queries from other WTO members and submission of SPS related issues. However, the obligation to notify is central to the issue of transparency under the TBT/SPS Agreements.

Notifications are supposed to be undertaken by national notification authorities of WTO members and are then submitted to WTO Central Registry of Notification (CRN). Currently, Members submit their SPS notifications through the WTO SPS online Notification Submission System (NSS), as an e-mail attachment, fax or as regular mail. They are then processed by WTO Secretariat and finally disseminated to stakeholders within WTO members using different methods, including the ePing electronic alert system. The challenge is that the different methods for submission of notifications to the WTO mean that notifications currently being submitted to the WTO by members are sometime incomplete. The WTO Notification Submission System (NSS) addresses those issues, making sure that a common template is used by all WTO member states, ensuring the complete submission of information.

The SPS online NSS has replaced the traditional means of notification submission (email, fax, post). It is designed to facilitate submission of TBT and SPS notifications by WTO Members; help the WTO Secretariat to better manage and expedite the processing of SPS notifications; streamline the process of submitting notifications; and help ensure completeness of the information provided in submitted notifications. The system is complementary to the ePing system which has been recently successfully implemented in the EAC region.

In order to reduce the number of specific trade concerns raised by other WTO members against other WTO members; and increase the number of notifications submitted to WTO Secretariat by EAC Partner States in line with the notification obligations, there is need to train national notification authorities, enquiry points and relevant regulatory authorities on how to submit domestic notifications to WTO secretariat using WTO's SPS online NSS system. The notification obligation requires WTO Members to notify draft and revised SPS measures that are not based on international standards, guidelines or recommendations including those that may have significant effect on trade to the WTO Secretariat. This aims at making market access for WTO Members predictable.

## **Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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Tanzania is not doing well in SPS notifications, currently Tanzania notify only 44 regulations on SPS issues as up to March 2020. Not only to WTO Tanzania is required to notify SPS issues which may result to distort national and international trade with other regional blocks including SADC which Tanzania is a member.

## **2.0 OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall Objective**

To develop a national database on SPS regulations and other measures for WTO notifications

### **2.2 Purpose**

2.2.1 To have a system for co-ordination all SPS measures with respective Institutions/Authorities.

2.2.2 To facilitate NNA and NEP preparation and submission of SPS notifications to WTO and other Regional Blocks like SADC which Tanzania are member.

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

2.3.1 National SPS database in place

2.3.2 Train operators in the use of the system and equipment

## **3.0 SCOPE OF THE WORK**

### **3.1 Specific works**

Tasks to be undertaken by the Individual Consultant: -

3.1.1 Identify and map the mandates, role and responsibilities of SPS regulatory Institutions in Tanzania.

3.1.2 Collect and compile a list of SPS regulations and other measures, Consultant to obtain soft copies of the above SPS regulations and other measures.

3.1.3 Develop a national database of SPS regulations and other measures for notifications

3.1.4 Installation of the system and train the operator on how the system works.

### **3.2 Project Management**

#### **3.2.1 Responsible Body**

## **Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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Department of Trade Integration (DTI) under the Ministry of Industry and Trade will be responsible for managing the contract / project

### **3.2.2 Management Structure**

The structure will be based on National Project Management Unit. But a consultant will report to the Tanzania TRF Focal Point/Person and provide report on the progress of the assignment adhering to timelines indicated below. A contact person for the work will be Director of Trade Integration under the Ministry.

### **3.2.3 Facilities to be provided by the Individual Consultant**

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

## **4.0 LOGISTICS AND TIMING**

### **4.1 Location**

Operational of the Project will be undertaken in Dodoma at the Ministry of Industry and Trade, But the consultant will travel to other locations within Tanzania whereby Institutions responsible for SPS issues are located eg. TPRI (Arusha), TMDA (Dar Es Salam) etc.

### **4.2 Start date & period of implementation**

The intended start date is at the beginning of May 2020 and the period of implementation of the contract will be 30 days (onemonth).This includes developing the system, installation and training the operators.

## **5.0 REQUIREMENT**

### **5.1 Staff**

#### **5.1.1 Key Expert**

#### **Profile of Individual Consultant**

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

Must have a competency and experience in the following areas:

1. Degree in ICT, Masters will be an added advantage;
2. Experience in designing and implementing ICT based monitoring systems;
3. Knowledge on Multilateral Trading System especially on WTO SPS Agreement;

## Request for Expression of Interest

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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4. Knowledge of SPS issues;
5. Demonstrated evidence of undertaking similar or relevant assignments and good track record; and
6. Demonstrated capacity of undertaking the similar or relevant assignment including having appropriate skills, logistical capacity and experience in undertaking research

### 5.1.2 Support Staff and Backstopping

A Consultant will work in closely collaboration with three staff from MIT (2 SPS Desk officers and 1 from ICT Unit) as part of his/her team to accomplish the task. All expenses to them will be covered by a consultant, this will help in transferring of expertise.

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

- Desk review: The consultants are expected to undertake in-depth review of relevant documents, literature and reports related to WTO SPS Agreement and others;
- Field work: The consultants will be required to undertake consultations with National Notification Authority, National Enquiry Points and Institutions dealing with SPS issues;

### 5.2 Office Accommodation

The Ministry will provide a desk under Department of Trade Integration for a consultant during his/her work

### 5.3 Facilities to be provided by a Consultant

A Consultant should bring all necessary facilities to support his/her work

## 6.0 REPORTS REQUIREMENT AND FINANCING

### 6.1 Reporting Requirement

After a joint meeting of a consultants and the Ministry at the beginning of May 2020 to kick start the review exercise. Consultant shall provide the following reports:

Name of report	Content	Time of submission
Inception Report	Analysis of existing situation and work plan for the project	One (1) week after the start of implementation
Draft Final Report	Short description of	Two (2) weeks after



### Request for Expression of Interest

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	achievements including problems encountered and recommendations.	acceptance of inception report
Final Report	Description of achievements including problems encountered and recommendations; a final invoice	Within one (1) week of receiving comments on the draft final report from the Project Manager identified in the contract.
<b>NB; A Consultant will provide training to key stakeholders dealing with SPS issues including National Notification Authority and National Enquiry Points on the developed database for notification.</b>		

#### 6.2 Submission and approval of reports

Copies of the reports referred to above must be submitted to the Project Manager identified in the contract. The reports must be written in English. The Project Manager in collaboration with Director for Trade Integration is responsible for approving the reports.

#### 6.3 Financing

TRF Project will cover the cost, payment will base on submission of repots; upon submission of inception reports 20% of contract value, after submission of draft final report and testing of the database 40% of contract value, after final report whereby database is in place and training to key stakeholders dealing with SPS issues including National Notification Authority and National Enquiry Points 40% of contract value.

**MINISTRY OF INDUSTRY AND TRADE**  
**APRIL 2020**

**Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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**ANNEX 2: Expression of Interest Forms**

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT 11  
B. CURRICULUM VITAE..... 13  
C. FINANCIAL PROPOSAL..... 17

## Request for Expression of Interest

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*  
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### A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

*[Insert name and reference number]*

---

*[Location, Date]*

To: *[Name and address of Procuring Entity]*

Dear Sirs:

I, the undersigned, offer to provide the consulting services for *[insert title of assignment]* in accordance with your Request for Expression of Interests number *[insert the number]*, dated *[insert date]* and my Financial Proposal for the sum of *[Insert amount(s) in words and figures<sup>11</sup>]*. This amount inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *["does" or "does not" delete as applicable]* include any of the following taxes in Procuring Entity's country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

**Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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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 the Paragraph 4(4.2) of the Request for Expression of Interest.

I undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 6 of the Request for Expression of Interest, and to be available for the entire duration the contract as specified in the Terms of Reference.

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

Yours sincerely,

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

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

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**Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*  
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**B. CURRICULUM VITAE**

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

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>

- 7. **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>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

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

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>

### Request for Expression of Interest

**Title:** Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications

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#### 14. Professional experience:

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

**Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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

## Request for Expression of Interest

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

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

*[Insert the details]*

16. **Statement:**

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

I hereby declare that at any point in time, at the SADC Secretariat request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above<sup>1</sup>, documents which are attached to this CV as photocopies.

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

Date: 8 April 2020

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

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



**Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS)*

*Regulations and Other Measures For WTO Notifications*

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**C. FINANCIAL PROPOSAL**

*[insert name and reference number]*

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N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER</b>					

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

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

---

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

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

**Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

**Reference Number:** SADC/TANZ/MITI/TRF/C/2020/001

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

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

**Contract Name:** A Contract to *Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

**Contract Number:** SADC/TANZ/MITI/TRF/C/2020 - 01

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

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

**and, on the other hand,**

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Definitions**

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

- 1.1 **Procuring Entity** means the legally entity, namely **the Ministry of Industry and Trade** who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the Review and develop Draft National Industrial Policy and Strategic Framework and reflected as such in the Annex 2 of this contract.

## **Request for Expression of Interest**

**Title:** *Consultancy to Develop a National Database on Sanitary and Phytosanitary (SPS) Regulations and Other Measures For WTO Notifications*

**Reference Number:** SADC/TANZ/MITI/TRF/C/2020/001

- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest *[insert the number]* for the project [insert the name].
- 1.5 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt the Services to be performed include all obligations referred to in this Contract (as defined above).

### **2. The Services**

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall in the performance of the Services exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

### **3. Payment**

- 3.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
- 3.2 Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices. The exchange rate to be used will be of those issued by Bank of Tanzania and fixed on the date of signing this Contract.
- 3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by Project Manager, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex II to this Contract. Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

### **4. Status of the Individual Consultant**

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

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

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to Procuring Entity which shall include any steps to comply with the standards operated by Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of Procuring Entity shall afford such access to its information, records and other materials during normal office working hours as Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

### **6. Compliance with this contract**

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

### **7. Assignment and Subcontracting**

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

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

### **8. Breach of the Terms**

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

### **9. Liability of the Individual Consultant**

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

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- 9.2 In view of the reliance by Procuring Entity set out in 9.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after Procuring Entity becomes aware of them;
  - b) the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or by the Individual Consultant's willful misconduct; and
  - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

## **10. Insurance**

- 10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided. The Individual Consultant is obliged to provide full copies of such insurance within 45 days from the signature of this Contract.
- 10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by Procuring Entity, will this remove the obligation to meet the requirements of clause 10.1 of this Contract in full.
- 10.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this

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contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

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

## **11. Copyright**

- 11.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services the Individual Consultant shall grant a free and irrevocable licence to Procuring Entity and its assigns for the use of the same in that connection.
- 11.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

## **12. Non Disclosure & Confidentiality**

- 12.1 The Individual Consultant will treat as confidential all information and results obtained in discharging the Services under this Contract and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior agreement in writing of the Project Director.
- 12.2 If the Individual Consultant violates clause 13.1, then it will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

## **13. Suspension or Termination**

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

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whole or in part the Individual Consultant’s appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 14.4 below.

- 13.2 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.
- 13.3 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if she/he gives a 30 days prior written notice to the Project Director.
- 13.4 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause then the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

**14. No Waiver**

No forbearance shown or granted to the Individual Consultant unless in writing by an authorized officer of Procuring Entity shall in any way affect or prejudice the rights of Procuring Entity or be taken as a waiver of any of these Terms.

**15. Variations**

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

**16. Jurisdiction**

This contract shall be governed by and shall be construed in accordance with The United Republic of Tanzania’s law and each party agrees to submit to the exclusive jurisdiction of the Tanzania courts as regards any claim or matter arising under this contract.

**The following Annexes are integral part of this Contract:**

*Annex 1: Terms of Reference*

*Annex 2: Payment Schedule and Requirements*

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

For the Procuring Entity	Signature	For the Individual Consultant	Signature
<b>Name:</b> <i>[insert full name]</i>		<b>Name:</b> <i>[insert full name]</i>	
<b>Title:</b> <i>[insert the title]</i>		<b>Title:</b> <i>[insert the title]</i>	

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<b>Place:</b> <i>[insert the city and country]</i>		<b>Place:</b> <i>[insert the city and country]</i>	
<b>Date:</b> <i>[insert the date]</i>		<b>Date:</b> <i>[insert the date]</i>	

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

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

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed a ceiling of US Dollars [insert ceiling amount], which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in its country of residence.

2. The breakdown of prices is:

*[fill in the table as per the individual Consultant's Financial proposal presented in the Expression of Interest]*

<b>N°</b>	<b>Description<sup>5</sup></b>	<b>Unit</b>	<b>No. of Units</b>	<b>Unit Cost<sup>6</sup> (in US\$)</b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER</b>					

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

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

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



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TRF Project will cover the cost, payment will base on submission of repots; upon submission of inception reports 20% of the contract value, after submission of draft final report and testing of the database 40% of contract value, after final report whereby database is in place and training to key stakeholders dealing with SPS issues including National Notification Authority and National Enquiry Points 40% of the contract value.

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