



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

REFERENCE NUMBER:

SADC/PPRM/03/2017

REQUEST FOR SERVICES TITLE:

SHORT TERM EXPERT TO ASSIST THE SADC SECRETARIAT IN
IMPLEMENTATION OF IT SERVICE CONTINUITY MANAGEMENT

MAY 2017

Request for Expression of Interest Number: [insert the number]
Request for Expression of Interest Title: STE to assist the SADC Secretariat in the implementation of IT Service Continuity Management (ITSCM)

1. The SADC Secretariat is inviting Individual Consultants to submit their CV and Financial Proposal for the following expression of interest: assist the SADC Secretariat in the implementation of IT Service Continuity Management (ITSCM).

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 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.

3. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI in English language.

4. Your proposal should be addressed and submitted to:

SADC Secretariat

Plot 54385 CBD

Private Bag 0095

Gaborone

Botswana

Attention: Mr. Gift Mike Gwaza

Email: ggwaza@sadc.int

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5. The deadline for submission of your proposal, to the address indicated in Paragraph 4 is: **2/6/2017**.
7. Proposal submitted by Fax or E-mail **are** acceptable. Submissions through email should be made to procurementunit@sadc.int
8. Your CV will be evaluated against the following criteria:
 - a) General qualifications and skills.
 - b) General professional experience.
 - c) Specific professional experience.
9. A maximum of three and a minimum of six proposals will be selected for further evaluation. They will be invited to submit a complete set of documents, which will include:
 - a) Methodology.
 - b) Supporting documents, which will include the proof of, stated qualifications in the form of the copies of the degrees and diploma obtained. For the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order signed with them.
 - c) Financial Offer in a separate envelope.
9. **VALIDITY OF THE EXPRESSION OF INTEREST:** Your Expression of Interest should be valid for a period of 90 days from the date for deadline for submission indicated in Paragraph 4 above.
10. The assignment is expected to commence within four (4) weeks from the signature of the contract.
11. Additional request for information and clarifications can be request, no later than 5 working days prior to deadline indicated in the paragraph 5 above, from:
Procuring entity: **SADC Secretariat**
Contact person: **Gift Gwaza**
Telephone: +267 364 1842
Fax: +267 397 2848/318 1070
E-mail: ggwaza@sadc.int

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 1

Terms of Reference

Technical Assistance to the SADC Secretariat – Terms of Reference for SHORT TERM EXPERT (STE) to assist the SADC SECRETARIAT in implementation of IT Service Continuity Management (ITSCM)

1 BACKGROUND

The Southern African Development Community (SADC) was founded on 1 April 1980 as the Southern African Coordinating Conference (SADCC). On 17 August 1992 SADCC was transformed to SADC following the signing of a Declaration and Treaty in Windhoek, Namibia at a Summit of Heads of State and Government. Its membership is made up of: Angola, Botswana, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia and Zimbabwe. The SADC Secretariat is based in Gaborone, Botswana.

The SADC Secretariat is in the process of fully operationalizing its Business Continuity Policy that was approved in March 2016. To date, business impact assessments have been undertaken for all the critical business units with the SADC Secretariat. These assessments have recommended the full scale implementation of ITSCM for ICT Business Continuity. This was based on the finding that the all the business units in SADC Secretariat relied on ICT for the business continuity. The requirement for implementation of ITSCM for ICT business continuity will be in line with the approved SADC Business Continuity Policy documents and frameworks.

Through the implementation of IT Service Continuity Management (ITSCM), SADC Secretariat seeks to implement far more than just Disaster Recovery Planning. It seeks to align Business Continuity Lifecycle and prepare the organization for the worst case scenario; the organization envisions the implementation of ITSCM to assist in more than just recover from a disaster but to stop the disaster from occurring in the first place, if at all possible. Through ITSCM it seeks to develop and implement recovery options when an interruption to service reaches a pre-defined point. It must be a part of the overall Business Continuity Plan and not dealt with in isolation

As part of the wider risk management agenda, the Secretariat is seeking expertise to assist with the final implementation phase of the ITSCM.

The overall objectives of Business Continuity Management at the Secretariat are to:

- Implement, maintain, monitor, review and continually improve Business Continuity Management System
- Determine the minimum levels of services required during business disruption
- Identify and manage risks and threats to critical business processes
- Reduce costs
- Enhance organizational reputation

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- Improve operational processes
- Lead to quick business recovery.

The overall objectives of ICT Continuity Management (ICTCM) at the Secretariat are to:

- Support the Business Continuity Management System
- Ensure ICT Continuity capabilities are aligned to organizational requirements
- Enable better alignment between ICT Service delivery and the organization
- Identify and understand the threats to, and vulnerabilities of, ICT services
- Provide assurance to top management that it can depend upon predetermined levels of ICT services and receive adequate support and communications in the event of a disruption

2 DESCRIPTION OF THE ASSIGNMENT

Assignment objectives

The overall objective of this assignment is to support the Secretariat with the continued implementation of the Business Continuity Management System, with the implementation of ITSCM and facilitate the completion of business impact analyses and reporting for the remaining business units, and facilitating the development and testing of the business continuity plans.

1. To assist the SADC Secretariat in developing and maintaining the IT Service Continuity Plans and recovery plans
2. To provide framework and templates for carrying out regular Business Impact Analysis (BIA) exercises to ensure that the plans remain aligned with changing business requirements
3. To develop processes, procedures and tools for ITSCM for SADC Secretariat ICT Unit
4. To assist in carrying out regular Risk Analysis and Management exercises to determine the potential for failure and identify and implement appropriate responses that meet agreed business continuity targets
5. To assess the impact of changes on the production environments (hardware and software) and take appropriate action to continue to provide the required level of protection
6. To ensure that appropriate third-party contracts and agreements are in place and kept up to date to maintain the continuity and recovery plans
7. To proactively enhance recovery capabilities where it is cost-effective to do so
8. To provide advice and guidance on continuity and recovery-related issues.

Scope of work

The assignment is to be undertaken over a duration of 70 days. The expert is required to complete the following activities and produce the following identified products:

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Mission 1: 10 days

The following are activities and deliverables expected in mission 1:

- 1) Inception report
- 2) Assist in Development of the Business Continuity Management System Framework / Guidelines and processes, KPI's and Metrics
- 3) Assist with establishment of ICT Continuity Management Program and operational governance between BCM and ICT Continuity Management processes, including:
 - a) Identification of stakeholders
 - b) Assignment of Roles and Responsibilities
 - c) Defining reporting structure

Mission 2: 20 Days

The following are activities and deliverables expected in mission 2:

- 1) Assist with the development of the ICT Continuity Management Draft Framework
- 2) Assist in Development of the ICT Continuity Management System Framework / Guidelines
- 3) Assist in Development of the ICT Continuity Management processes, procedures, KPI's and Metrics
- 4) Provide basic ICT Continuity Management training to ICT staff
- 5) Assist in ICT Service definition development

Mission 3: 5 Days

The following are activities and deliverables expected in mission 3:

- 1) Perform Technical Impact Analysis for the defined ICT Services
- 2) Develop draft ICT Continuity Plan

Mission 4: 15 Days

The following are activities and deliverables expected in mission 4:

- 1) Develop draft Business Continuity Plans for the remaining business units
- 2) Test and report on the draft Business Continuity Plans
- 3) Review and finalize the draft Business Continuity Plans with the business units for their ownership

Mission 5: 15 Days

The following are activities and deliverables expected in mission 5:

- 1) Assist with creation of draft ICT Continuity Plans for identified ICT Services
- 2) Assign ownership of ICT Continuity Plans
- 3) Assist with creation of ICT Continuity testing processes and schedule

Mission 6: 5 Days

The following are activities and deliverables expected in mission 6:

- 1) Prepare draft and final report of assignment highlighting the completion of the services provided in addressing the scope of services required

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- 2) Assist with creation of Business Continuity Plan testing schedule

Optional Missions

- Facilitate exercise and testing of BC Plan and ICT Continuity Plan for knowledge handover
- Facilitate BCM training for SADC staff

3 Key Deliverables and Required Results

The specific results expected of the assignment are:

- a) A detailed draft Inception Report within 10 days of commencing the assignment - this describing how the assignment will be completed, including a work plan with key milestones for the Secretariat to monitor;
- b) A draft ICT Continuity Management Framework for SADC Secretariat consideration
- c) An ICT Continuity Management Framework / Guidelines – aligned with ITIL and SADC Secretariat's BCMS
- d) A set of ICT Continuity Management processes, aligned to ITIL and tailored to the SADC Secretariat
- e) KPI's and Metrics for both processes to enable auditing and maturity measurements
- f) A defined set of ICT Services, mapped to critical business processes
- g) Technical Impact Analysis reports – one per defined ICT Service
- h) Business Impact Analysis activities and reports for remaining business units
- i) Testing of Business Continuity Plans
- j) Business Continuity Plans for remaining business units
- k) ICT Continuity/Disaster Recovery Plans for the ICT Services5.0
- l) BCP and ICT Continuity Plans Test Reports
- m) A draft assignment report
- n) A final report five days after completion of the assignment.
- o) Trained ICT staff who can maintain and utilize the implemented ITSCM process and procedures

4 EXPERTS PROFILE

The assignment requires a Category I expert with knowledge and experience in Business Continuity Planning and Testing and ICT Continuity Management design, implementation, planning and testing.

4.1 Qualification and Skills

Required:

- a) Degree in ICT or any other related field

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- b) Professional qualification in Business Continuity Management
- c) Professional certification ITIL (beyond foundation level)
- d) Extensive knowledge and experience in ICT Continuity Management (BS25777 / ISO27031)
- e) Excellent presentation and communication skills

4.2 General Professional Experience

Required:

- a) At least 8 years working experience with a focus on implementation of risk management and business continuity planning in public and private sector institutions
- b) At least 5 years working experience with ICT Continuity Management in public and private sector institutions

4.3 Specific Professional Experience

Required:

- a) Demonstrated professional experience in undertaking business impact analysis for private and/or public sector institutions
- b) Demonstrated professional experience with the development and successful implementation of business continuity planning and testing
- c) Demonstrated professional experience with the development and successful implementation of ICT continuity planning and testing
- d) Demonstrated expertise in training in various institutions on IT service management.

5 LOCATION AND DURATION

Location of the Assignment: SADC Secretariat Gaborone, Botswana.

Duration: This assignment is planned for a total of 70 days.

6 SUPERVISION AND REPORTING

The SADC Secretariat, represented by the Chairperson of the Audit and Risk Management Committee will oversee the assignment with the assistance of the Interim Risk Management Coordinator.

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**7 Valuation Grid for the Short-Term Expert Position to support development of
the Secretariat Business Continuity Plan**

Qualifications and Experience of the Short Term Expert	Rating
Required Qualifications and skills:	20
Degree in ICT or any other related field	5
Professional qualification in Business Continuity Management	5
Professional certification ITIL (beyond foundation level)	5
Extensive knowledge and experience of ICT Continuity Management (BS25777 / ISO27031)	5
General professional experience:	30
At least 8 years working experience with a focus on implementation of risk management and business continuity planning in public and private sector institutions	15
At least 5 years working experience with ICT Continuity Management in public and private sector institutions	15
Specific professional experience:	50
Demonstrated professional experience in undertaking business impact analysis for private and/or public sector institutions	5
Demonstrated professional experience with the development and successful implementation of business continuity planning and testing	10
Demonstrated professional experience with the development and successful implementation of ICT continuity planning and testing	25
Demonstrated expertise in training in various institutions on IT service management.	10
Score	100

ANNEX 2

Expression of Interest Forms

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A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT
[insert name and reference number]

[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 figures¹¹]*. 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.

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

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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 9(iii) of the Request for Expression of Interest.

I undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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>

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>	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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: 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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: 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:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:

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Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>year]</i>	<i>city]</i>	Phone: Fax: Email: Name and title of the reference person from the company:	<i>it was a 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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:

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 above¹, 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: _____

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

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 signed with them.*

C. FINANCIAL PROPOSAL
[insert name and reference number]

N°	Description ¹	Unit ²	No. of Units	Unit Cost (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)					

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 INDIVIDUAL CONSULTANT

STANDARD TERMS OF CONTRACT (Individual Consultant)

Contract Name *[insert the name]*
Contract Number *[insert the number]*

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

[name of Procuring Entity] (hereinafter called the "Procuring Entity") with the
registered business in ***[insert the name address, phone, fax and email of the
procurement entity]***

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely ***[insert the name]*** 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 project ***[insert the name]*** and reflected as such in the Annex 2 of this
contract.

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

2. The Services

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

3. Payment

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

4. Status of the Individual Consultant

- 4.1 For the duration of the Contract the Individual Consultant will have a status similar to the Procuring Entity's employees with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.
- 4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant and live and work in the countries of the assignment as per the duties under the contract.
- 4.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in its country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

5. Supervision of the Services

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

6. Compliance with this contract

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

7. Assignment and Subcontracting

- 7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party the Individual Consultant shall inform the Procuring Entity the Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.
- 7.2 When the Project Director agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third party performance of duties or Services assigned to third party, and neither for ensuring conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

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

9. Liability of the Individual Consultant

- 9.1 Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and

statements made and the advice given by the Individual Consultant in connection with the provision of the Services.

- 9.2 In view of the reliance by Procuring Entity set out in 10.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or by the Individual Consultant's willful misconduct; and
 - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

10. Insurance

- 10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided. The Individual Consultant is obliged to provide full copies of such insurance within 45 days from the signature of this Contract.
- 10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by Procuring Entity, will this

remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

- 10.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

11. Copyright

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

12. Non Disclosure & Confidentiality

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

16. Jurisdiction

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

Request for Expression of Interest Number: *[insert the number]*
Request for Expression of Interest Title: *STE to assist the SADC Secretariat in the implementation of IT Service Continuity Management (ITSCM)*

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
Name: <i>[insert full name]</i>			Name: <i>[insert full name]</i>	
Title: <i>[insert the title]</i>			Title: <i>[insert the title]</i>	
Palace: <i>[insert the city and country]</i>			Palace: <i>[insert the city and country]</i>	
Date: <i>[insert the date]</i>			Date: <i>[insert the date]</i>	

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' Financial Proposal presented in the Expression of Interest]***

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

Request for Expression of Interest Number: *[insert the number]*
Request for Expression of Interest Title: *STE to assist the SADC Secretariat in the implementation of IT Service Continuity Management (ITSCM)*

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

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.