REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

REFERENCE NUMBER: SADC/SHDSP/SIDA/16

REQUEST FOR SERVICES TITLE:

INDIVIDUAL CONSULTANCY TO UNDERTAKE END OF SUPPORT EVALUATION OF THE GOVERNMENT OF SWEDEN’S SUPPORT TO THE IMPLEMENTATION OF THE SADC HIV AND AIDS PROGRAMME, 2010-2016

NOVEMBER 2016
1. **The Southern African Development Community (SADC) Secretariat** is inviting interested and eligible Individual Consultants to submit their CVs and Financial Proposal for the following services:

   “Consultancy to Undertake End of Support Evaluation of the Government of Sweden’s Support to the Implementation of the SADC HIV and AIDS Programme, 2010-2016”. 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. Individual Consultants are eligible for this assignment provided that they fulfill the following eligibility criteria:

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

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

   c) they have not been declared guilty of grave professional misconduct proven by any means which 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 organization or any other illegal activity detrimental to the SADC Secretariat's financial interests; or

   f) they are not 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 the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

Expressions of Interest submitted by E-mail are acceptable and MUST be sent to ggwaza@sadc.int copy to onthase@sadc.int and ityaimuv@yahoo.com

7. The deadline for submission of your Expression of Interest to the address and email indicated in Paragraph 5 and 6 above is MONDAY, 5th December 2016 at 10:00 hours local time

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum points allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education and Training</td>
<td>35</td>
</tr>
<tr>
<td>Experience and Specific Skills</td>
<td>40</td>
</tr>
<tr>
<td>General Skills</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

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

(i) PRICES:
The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

(ii) EVALUATION AND AWARD OF THE CONTRACT:
Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.
An Expression of Interest is considered compliant to the requirements if:
- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
- The financial proposal does not exceed the maximum available budget for the contract.
- The award will be made to the applicant who obtained the highest technical score. Expressions of Interest not obtaining a minimum score of 70% will be rejected.
(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**
Your Expression of Interest should be valid for a period of 90 days from the date of deadline for submission indicated in Paragraph 6 above.

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

11. Additional requests for information and clarifications can be made until 10 working days prior to deadline indicated in the paragraph 7 above, from:
The Procuring entity: **SADC Secretariat**
Contact person: *Gift Mike Gwaza/ Dr. Ityai Muvandi*
Telephone: 3951842
Fax: 3972848
E-mail: ggwaza@sadc.int
Copy: ityaimuv@yahoo.com

The answers on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website at the latest 7 working days before the deadline for submission of the proposals.

**ANNEXES:**

ANNEX 1: **Terms of Reference**
ANNEX 2: **Expression of Interest Forms**
ANNEX 3: **Standard Contract for Individual Consultants**

**Sincerely,**

**Name:** Gift Mike Gwaza MCIPS
**Title:** Acting Head – Procurement
**Date:** 14th November 2016
Annex 1

Southern African Development Community (SADC)

Terms of Reference


Directorate of Social and Human Development and Special Programmes,
P. Bag 0095,
Gaborone
BOTSWANA
1. Introduction

These are Terms of Reference [ToR] for an independent consultancy to undertake an End of Support Evaluation of the Support by the Government of Sweden through Sida for the implementation of the Southern African Development Community [SADC] HIV and AIDS Business Plan (2010-2015). The end of support evaluation covers the period April 2010–June 2016 because the implementation of the Business Plan was extended to June 2016 to allow for the development of a new Strategy for the period 2016-2020. The purpose of the end of support evaluation is to systematically review implementation of the Business Plan; document concrete achievements; identify bottlenecks and lessons learnt; and make recommendations for consideration in the implementation of the 2016-2020 HIV, SRH, TB and Malaria Programmes Integration Business Plan. The evaluation will also assess whether resources were used according to the approved budget.

The ToRs provide some background to the Regional HIV and AIDS Programme and the global, continental and regional commitments. Information is also provided on the past and current Regional HIV and AIDS Strategic Plans and their areas of focus. The rationale, purpose and objectives of the evaluation are provided in order to guide the Consultant who will undertake the evaluation.

The ToRs provide a description of the assignment; objectives of the evaluation; specific activities to be undertaken as part of the evaluation; expected outputs; qualifications and experience of the evaluator; duration and timing of the evaluation; and reporting lines.

The scope and methodology is presented but it is only indicative as the Consultant is expected to further define the approach and methodology that will be used and give a strong justification for the appropriateness of the selected methodology in meeting the evaluation objectives. The qualifications and experience of the Consultant are clearly spelt out in order to ensure that the Consultant with the right mix of skills and experience is recruited for the work. The role of the SADC Secretariat is also clearly articulated.

2. Background and Justification

The Southern African Development Community (SADC) is a Regional Economic Community of fifteen Member States. These are Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Mauritius, Malawi, Mozambique, Namibia, Seychelles, South Africa, Swaziland, United Republic of Tanzania (URT), Zambia and Zimbabwe. The SADC Vision is one of a common future, a future in a regional community that will ensure economic well-being, improvement of the standards of living and quality of life, freedom and social
The SADC region acknowledged the negative impact of HIV and AIDS on social and economic development of the region and deliberately agreed to respond to the challenges posed by the epidemic. To this end, the region agreed to address HIV and AIDS through a number of regional, continental and global commitments that include the following:

**Regional Level**
- SADC Protocol on Health (1999);
- Maseru Declaration on HIV and AIDS (2003); and
- The revised Regional Indicative Strategic Development Plan (RISDP, 2015)

**Continental Level**
- Abuja Declaration on HIV and AIDS, TB and other communicable diseases (2001 and 2006); and
- Universal Access to HIV and AIDS prevention, treatment, care and support (2006)

**Global Level**
- Millennium Development Goals (MDGs, 2000);
- UNGASS (2001 and 2006); and
- High Level Meeting (HLM) (2011 and 2016)

It is important to note that the Maseru Declaration on HIV and AIDS was a re-affirmation of the global HIV and AIDS commitments. The declarations at the three levels above show the commitment of SADC Member States (MS) in responding to the HIV and AIDS epidemics in the region.

In order to facilitate implementation of the regional, continental and global commitments, the SADC Secretariat facilitated the development of a SADC-wide overarching policy document to guide development of HIV programmes in the Member States. This document is referred to as the Regional Indicative Strategic Development Plan (RISDP, 2004). The RISDP has been revised in 2015 to take on board other important emerging issues. The social sector of the SADC Secretariat facilitated the development of regional HIV and AIDS Strategies to operationalise implementation of HIV and AIDS commitments at all levels. In order to ensure that implementation of HIV and AIDS responses is sustained, the SADC region established an HIV and AIDS Unit in 2003. The Unit has facilitated the implementation of the regional HIV and AIDS programmes through the
development of regional strategies, the current and latest Strategy covering the period 2010–2015.

The overall goal of the SADC HIV and AIDS programme is to reduce the number of new HIV infections in the region so that HIV and AIDS is no longer a threat to public health and to the socio-economic development prospects of Member States.

Heads of State and Government identified and clearly articulated the priority areas that need urgent attention in order to effectively respond to HIV and AIDS. These priorities are contained in the Maseru Declaration on HIV and AIDS (2003)\(^1\) and are:

i. Prevention and Social Mobilisation;

ii. Improving Care, Access to Counseling and Testing Services, Treatment and Support;

iii. Accelerating Development and Mitigating the Impact of HIV and AIDS;

iv. Intensifying Resource Mobilisation; and

v. Strengthening Institutional, Monitoring and Evaluation Mechanisms

The strategies that have been agreed on as appropriate in addressing the priority areas at the regional level are:

- Coordinate and harmonise the development of policies and strategies in major intervention areas;
- Develop and strengthen the capacity to undertake the mainstreaming of HIV and AIDS at all levels;
- Facilitate technical response and networks; and
- Coordinate and facilitate the monitoring of Regional and Global Commitments.

Unlike the earlier Strategies, the Regional HIV and AIDS Strategy and Business Plan for the period 2010-2015 was results-based with clearly defined results at both the output and outcome levels for each of the five Strategic Objectives. The following are the Strategic Objectives of the current Strategy and Business Plan:

- All Member States deliver on their universal access to prevention targets;
- All Member States deliver on their universal access targets to achieve access to quality treatment for people living and affected by HIV and AIDS and TB/HIV co-infection;
- Reduced impact of HIV and AIDS and TB/HIV co-infection on the socio-economic and psychological development of the region, Member States,

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Communities and individuals, with all orphans, vulnerable children and youth having access to external support;

- Sufficient resources mobilised for a sustainable, scaled-up, multisectoral response to HIV and AIDS in the SADC region that channels resources efficiently to operational and community levels; and

- Enhanced institutional capacity in the region supports evidence-based programme design, implementation, monitoring, reporting and evaluation at regional and MS levels to ensure ongoing progress towards regional, continental and global commitments.

Activities in the Business Plan, 2010-2015 were implemented at both the regional and national levels. There are structures that have been put in place to ensure effective implementation of the Business Plan. First, a Forum for International Cooperating Partners (ICPs) was established and met twice a year to agree on the budgets and work plans and then to review implementation progress. The Forum ensured that the annual operational plans were in line with the Regional Strategic Plan and Business Plan. Production of the HIV and AIDS Semi-Annual and Annual Reports was part of the reporting requirements for the Government of Sweden/Sida and other International Cooperating Partners (ICPs). Thus, the ICP Forum reviewed the programmatic and financial Semi-Annual and Annual Reports to assess implementation progress and to ensure that key achievements and implementation challenges were adequately documented and resolved.

Second, there was the SADC HIV and AIDS Technical Advisory Committee (TAC). This was made up of representatives from National AIDS Authorities (NAAs), Donors, UNAIDS, World Health Organisation (WHO), Academic Institutions, Civil Society Organisations and the Private sector. The role of the TAC was to provide technical direction to the regional HIV and AIDS programme, identify, in line with the Regional Strategy work that need to be prioritised, review draft regional policy documents to ensure currency and technical soundness and review the annually produced SADC HIV and AIDS Epidemic Reports.

All the policy documents developed for the region through the facilitation of the SADC Secretariat were reviewed by experts from Member States (National AIDS Authorities and Senior officials) before they were approved by Ministers of Health and Ministers responsible for HIV and AIDS. Thus, structures were put in place to ensure currency and quality of deliverables.

3. The Intervention

The SADC HIV and AIDS Business Plan was then implemented through the support of many donors. However, the lead ICP was the Government of Sweden through Sida. As part of the financing agreement between the SADC Secretariat and the Government of Sweden, an end of support evaluation was planned. Thus, this evaluation is part of compliance to the reporting requirements of the
financial support. It is important to note that a mid-term review for the current Business Plan was undertaken during the period 2013/14.

Consistent with the understanding that evaluation constitutes continuous education, this evaluation is being commissioned in order to take stock of progress made in the implementation of the Business Plan, 2010-2015 extended to June 2016 including key achievements; implementation challenges; adherence to addressing results articulated in the Strategy and Business Plan; efficiency and effectiveness in activity implementation; lessons learnt; and fulfilment of reporting requirements by both MS and ICPs. The findings from the evaluation will guide the Secretariat in adopting more effective ways in the implementation of the SADC HIV, Sexual and Reproductive Health (SRH), TB and Malaria Programmes Integration Business Plan, 2016-2020.

By demonstrating the difference made due to the support provided by the Government of Sweden, the SADC Secretariat will use the evaluation findings to advocate for continued funding by ICPs. To this end, the SADC Secretariat is commissioning an end of evaluation of the SADC HIV and AIDS Business Plan, 2010-2015 including the no cost extension period to June, 2016.

4. Description of the Assignment

Evaluation has a central role in results based management (RBM) and learning. It provides information on results, deepen understanding of how and why certain results were or were not achieved. Evaluation also provides implementers, policy makers and stakeholders with knowledge of what works and what does not work.

This is an evaluation of the support provided by the Government of Sweden in the implementation of the SADC HIV and AIDS Business Plan, 2010-2015 taking into consideration the extension period to June, 2016. The evaluation will be conducted between September 2016 and December, 2016 under the auspices of the Directorate of Social and Human Development and Special Programmes.

The evaluation will provide concrete information in line with the objectives articulated in section 3 below. There will be one major deliverable, that is the End of Support Evaluation Report that must be submitted by the Consultant to the SADC Secretariat. This report will be approved by a Technical Working Group that will be constituted for the purpose of guiding the evaluation process.

5. Purpose, Criteria and Objectives of the Evaluation

The overall purpose of the end of support evaluation of the SADC HIV and AIDS Business Plan, 2010-2015 is to document concrete achievements; identify implementation bottlenecks and lessons learnt; and make recommendations that may be considered in the implementation of the SADC HIV, SRH, TB and Malaria Programmes Integration Business Plan, 2016-2020.
The consultant will, at the minimum take into consideration the following standard set of evaluation criteria when planning, conducting and reporting on the evaluation findings.

- **Relevance.** The extent to which the objectives of programme were consistent with national, regional and continental priorities and international and regional commitments on human rights and HIV and AIDS.

- **Effectiveness.** The extent to which the support contributed to the outcomes defined in the Project Document and the Project Results Framework.

- **Sustainability.** The extent to which the results achieved as per the results framework at the MTR point towards sustained changes in country- and/or regional-level laws, policies and programming in the context of HIV.

The specific objectives of the evaluation are:

a) To determine concrete achievements under each of the five objectives of the Business Plan, 2010-2015 at both Member States and regional levels including the success factors;

b) To establish the extent to which planned activities were implemented and outputs articulated in the results chain realised performance;

c) To determine the extent to which expected outcomes have been realised;

d) To determine whether activities implemented were addressing prevailing regional priorities;

e) To identify and document implementation bottlenecks and how they were addressed;

f) To assess the level and appropriateness of stakeholder involvement in the implementation of the Business Plan;

g) To review adherence by the HIV and AIDS Unit to the Business Plan in terms of development and implementation of annual operational work plans aligned to the Regional Strategy and reporting on a semi-annual and annual basis;

h) To document lessons learned during implementation of the Business Plan;

i) To assess the extent to which Member States have adopted the Regional Policies, Frameworks and Guidelines that have been approved through the SADC structures; and

j) To make appropriate recommendations on the basis of in-depth analysis of all relevant issues.

**6. Scope and Evaluation Methodology**

The evaluation is intended to give a comprehensive picture vis-à-vis implementation of the SADC HIV and AIDS Business Plan (2010-2015) that was supported by the Government of Sweden. However, due to resource constraints, it may not be feasible for the Consultant to visit all the 15 SADC Member States. We propose that the Consultant will visit the Member States that were not visited
during the Mid-Term Review (MTR) of the implementation of the Business Plan. The information from the countries visited during the MTR will complement data collected from the field.

The Consultant must describe in full the methodological package that will be used and justify its appropriateness. Appropriate data collection methods must be used in order to ensure that reliable and valid data are collected. These data collection methods must be fully explained in the Inception Report.

Whatever the data collection methods proposed by the Consultant, this must include an in-depth review of relevant documents. Some of the critical documents that must be reviewed are:

- The Maseru Declaration on HIV and AIDS;
- Regional Strategic Indicative Development Plan, 2004 and the revised RISDP (2015);
- SADC HIV and AIDS Strategic Framework, 2010-2015;
- SADC HIV and AIDS Business Plan, 2010-2015;
- Mid-Term Review Report for the SADC HIV and AIDS Business Plan, 2010-2015;
- Annual Work Plans for the HIV and AIDS Unit;
- Individual work plans for technical staff in the HIV and AIDS Unit;
- HIV and AIDS Unit Semi-Annual Reports and Annual Reports;
- SADC HIV and AIDS Epidemic Reports;
- Financial Audits;
- SADC Strategic Framework and Programme of Action 2008-2015: the 50 by 15 campaign for HIV prevention;
- Comprehensive Care and Support for Orphans and other Vulnerable Children and Youth, and its Business Plan; and
- Any previous Evaluation Reports of the HIV and AIDS Regional Programme

Some of these documents will provide necessary background information (strategy and work plans); whereas the various progress reports and audits will be critical to demonstrate progress made or otherwise in realising the defined outputs and annual results that are targeted in Annual Operational Plans.

In order to ensure that the Consultant is properly guided throughout the phases of the evaluation, the Independent Monitoring group that has been constituted to oversee the research, monitoring and evaluation activities of the SADC HIV and AIDS Cross-Border Initiative will provide technical oversight to the evaluation.
Other experts will be co-opted as and when necessary. Some members of the SADC HIV and AIDS ICP thematic Group will be included to form an expanded Technical Working Group.

7. Specific Activities

The consultant will undertake the activities detailed below in order to realise the objectives of the evaluation. It is important that the phases and activities below will be implemented in a linear fashion in the sense that the first activity must be completed and approved before the Consultant proceeds to the next phase. The approval of all deliverables will be done by the Technical Working Group (TWG) that was described under the methodology section above. The evaluation will have four phases as articulated below.

Phase 1: Inception

The Consultant will prepare an Inception Report that explains the consultant understands of the work to be undertaken; and the scope and methodology that will be used. The report must have a strong justification of the appropriateness of the methodology and methods that will be used in responding to the evaluation objectives. The Inception Report must be accompanied by the data collection tools that will be used during the evaluation.

Phase 2: Data Collection

The Consultant must undertake field work for the purpose of collecting data required to address the evaluation objectives. The data collection tools that will be used will have been approved in phase 1. The Consultant will visit selected Member States for purposes of data collection. The Consultant must clearly spell-out how data will be collected from the Member States that will not be visited. This phase will result in a Draft Evaluation Report that will be discussed by the TWG after which it will be presented at a validation and consensus building workshop to be attended by HIV and AIDS Officers from Member States.

Phase 3: Validation and Consensus

A validation and consensus building workshop will be convened to allow Member States and stakeholders an opportunity to ensure that the evaluation findings are a true reflection of the implementation of the SADC HIV and AIDS Business Plan, 2010-2015. This workshop will be facilitated by the Consultant recruited to undertake the evaluation. The deliverable for this phase is a Record of the Validation and Consensus Building Workshop. This phase is the final phase for data collection given that new information may be provided during the meeting and the Consultant has to take this on board.
Phase 4: Finalisation of the Evaluation Report

The Consultant will consider all the key issues raised at the Validation and Consensus Building workshop and finalise the Evaluation Report. The Final Evaluation Report will be shared with the TWG members to ensure that the key issues raised at the validation workshop have been taken on board. The deliverable for this phase is the Final Evaluation Report.

8. Expected Outputs

The expected outputs for the consultancy are the deliverables for the activities outlined in phases 1-4 of section 5 above. These are:

i) Phase 1: Inception Report
ii) Phase 2: Draft Evaluation Report
iii) Phase 3: Record of the Validation and Consensus Workshop
iv) Phase 4: Final Evaluation Report

9. Qualifications of Consultant

The competencies that are required for the successful completion of this evaluation include:

- General knowledge and expertise in the area of HIV and AIDS;
- Experience in undertaking mid-term and end-line evaluations for HIV and AIDS, health or other development interventions;
- Quantitative and qualitative analytical skills;
- Policy analysis and programme management skills and experience; and
- Experience in undertaking regional work

Academically, the ideal Consultant must have a minimum of a Masters degree in the Social Sciences or Health related field with a minimum experience of ten (10) years. Previous experience in conducting evaluations of a similar nature is a must. The Consultant must be fluent in English and knowledge of either French or Portuguese is an added advantage.
10. Duration and Timing
This consultancy will be conducted during the period September – December, 2016 during a consultancy period of 46 days broken down as shown in Table 1 below.

Table 1: Timeframe for the End of Evaluation of the Sida Support to the SADC HIV and AIDS Programme

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1.1 Prepare Inception Report accompanied by Data Collection Tools</td>
<td>Inception Report endorsed by the Technical Working Group (TWG)</td>
<td>6 Days</td>
</tr>
<tr>
<td>II</td>
<td>2.1 Collect Data through literature review and field work; and 2.2 Prepare Draft Evaluation Report</td>
<td>Draft Evaluation Report reviewed by the TWG</td>
<td>32 Days</td>
</tr>
<tr>
<td>III</td>
<td>3.1 Convene a Validation and Consensus Building Workshop</td>
<td>Record of the Validation and Consensus Building Workshop</td>
<td>5 Days</td>
</tr>
<tr>
<td>IV</td>
<td>4.1 Finalise the Evaluation 4.2 Review of the Draft Final Evaluation Report by the TWG</td>
<td>Final Evaluation Report endorsed by the TWG</td>
<td>3 Days</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>46 Days</td>
</tr>
</tbody>
</table>

11. Consultancy Management and Reporting

A multi-skilled Technical Working Group (TWG) will be constituted to oversee this consultancy. The TWG will be made up of HIV and AIDS experts from Member States; experts from partner organisations, UN Agencies and representatives from Civil Society Organisations and academic institutions. The role of the TWG is to ensure that the consultancy is executed in line with what will have been agreed on in the Inception Report and that the deliverables are technically sound and delivered timeously. Thus, all the deliverables for the consultancy will be reviewed and endorsed by the TWG.
At the SADC Secretariat, the Consultants will be under the overall supervision of and report to the Director of Social and Human Development and Special Programmes. However, on a day-to-day basis, Dr. Ityai Muvandi (Technical Advisor – Research, Monitoring and Evaluation) will be the contact Person throughout the engagement of the consultant. The Consultant will be provided with space to work from when they are at the SADC Secretariat. However, they will have to use their own equipment including a computer.

The SADC Secretariat will provide all available documents and reports required by the Consultant. Furthermore, the SADC Secretariat will make all logistical arrangements for the travel of the consultant to Member States for the purpose of data collection. Furthermore, the SADC Secretariat will introduce the Consultant to Member States before commencement of field work. The SADC Secretariat will also make logistical arrangements for the Validation and Consensus Building workshop and invite participants to this meeting.

All reports shall be produced in English, using Word. The final report will be produced electronically. The Secretariat will support the production of hard copies. Deadlines for submitting reports must be strictly adhered to. A standard format for the evaluation report will be shared with the Consultant during the inception phase. The SADC Secretariat reserves the right to have the reports re-drafted to the required standards.

The specific sections/chapters of the Evaluation Report will be discussed between the consultant, the SADC Secretariat and TWG. The Evaluation Report must have an executive summary of not more than four pages; and outline major findings and recommendations.
ANNEX 2:

Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT ................................................................. 18
B. CURRICULUM VITAE ................................................................................................................................. 20
C. FINANCIAL PROPOSAL .......................................................................................................................... 24
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\(^1\)]. 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.

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.

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

7. Education:

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<th>Degree(s) or Diploma(s) obtained:</th>
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<td>[indicate the month and the year]</td>
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<td>[indicate the month and the year]</td>
<td>[insert the name of the diploma and the specialty/major]</td>
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8. Language skills: (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

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<th>Language</th>
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<th>Writing</th>
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9. Membership of professional bodies: [indicate the name of the professional body]

10. Other skills: [insert the skills]

11. Present position: [insert the name]

12. Years of experience: [insert the no]

13. Key qualifications: (Relevant to the assignment) [insert the key qualifications]

14. Specific experience in the region:

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<th>Date from - Date to</th>
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<td>[indicate the month and the year]</td>
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<tr>
<td>[insert the country]</td>
<td>[indicate the month and the year]</td>
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<tr>
<td>Date from – Date to</td>
<td>Location of the assignement</td>
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<tr>
<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
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<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
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<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
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<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
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<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
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<tr>
<td>Date from – Date to</td>
<td>Location of the assignment</td>
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<td>---------------------</td>
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</tbody>
</table>

Phone:  
Fax:  
Email:  
Name and title of the reference person from the company:  

term or a long term position
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\(^1\), 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: 15 November 2016

**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]

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

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
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.
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:

<table>
<thead>
<tr>
<th>For the Procuring Entity</th>
<th>Signature</th>
<th>For the Individual Consultant</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [insert full name]</td>
<td></td>
<td>Name: [insert full name]</td>
<td></td>
</tr>
<tr>
<td>Title: [insert the title]</td>
<td></td>
<td>Title: [insert the title]</td>
<td></td>
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<tr>
<td>Palace: [insert the city and country]</td>
<td></td>
<td>Palace: [insert the city and country]</td>
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<td>Date: [insert the date]</td>
<td></td>
<td>Date: [insert the date]</td>
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</tbody>
</table>
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]

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>No. of Units</th>
<th>Unit Cost² (in US$)</th>
<th>Total (in US$)</th>
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</thead>
<tbody>
<tr>
<td>Fees</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursable expenses, out of which</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td>Day</td>
<td></td>
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<td></td>
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<tr>
<td>2</td>
<td>Flights³</td>
<td>Trip</td>
<td></td>
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<tr>
<td>3</td>
<td>Miscellaneous travel expenses⁴</td>
<td>Trip</td>
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<td></td>
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<tr>
<td>4</td>
<td>Insurances cost, out of which:</td>
<td>Lump sum</td>
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<tr>
<td>i)</td>
<td>Life insurance (including repatriation)</td>
<td>Lump sum</td>
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<td></td>
<td></td>
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<tr>
<td>ii)</td>
<td>Heath insurance</td>
<td>Lump sum</td>
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<td>iii)</td>
<td>Third party liability insurance</td>
<td>Lump sum</td>
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<td>iv)</td>
<td>Professional liability insurance</td>
<td>Lump sum</td>
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<td>5</td>
<td>Drafting, reproduction of reports</td>
<td>Lump sum</td>
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<td>6</td>
<td>Office rent</td>
<td>Per month</td>
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<td></td>
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<tr>
<td>7</td>
<td>Others⁴</td>
<td>TBD</td>
<td></td>
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</tbody>
</table>

TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)

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

- **35% of the contract value** upon the Procuring Entity’s receipt of the *inception report* acceptable to the Procuring Entity;
- **35% of the contract value** upon the Procuring Entity’s receipt of the *draft report* acceptable to the Procuring Entity; and
- **30% of the contract value** upon the Purchaser’s receipt of the final report, acceptable to the Procuring Entity.

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.