

**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANTS**

**CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME.**

**REFERENCE NUMBER: SADC/3/5/2/71**

**22<sup>nd</sup> November 2019**

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

## **CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME**

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

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

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

3. The maximum budget for professional fees for this contract is US \$ **16,650.00**. Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.
5. Your proposal in a sealed envelope clearly marked **“CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME** should be submitted in our tender box located at the following address:

Secretary to the Tender Committee  
SADC Secretariat  
Plot 54385 CBD  
Private Bag 0095  
Gaborone  
Botswana

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **13<sup>th</sup> December 2019 at 15:00 hours**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to [youthpro08@sadc.int](mailto:youthpro08@sadc.int) by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Education and Training	20
Specific Skills	60
General Skills	20
Total	100

9. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:
  - (i) **PRICES:**  
The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.
  - (ii) **EVALUATION AND AWARD OF THE CONTRACT:** Expressions of Interest determined to be formal and technical compliant to the requirement will be evaluated by comparison of their prices. An Expression of Interest is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above), has received minimum 80 points at the technical evaluation, and the financial proposal does not exceed the maximum available budget for the contract. The award will be made to the applicant who obtained the highest technical score and submitted administrative and technical compliant Expression of Interest.
  - (iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**  
Your Expression of Interest should be valid for a period of 90 days from the date of 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 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: **Mr Maxwell Parakokwa**

Telephone: **3951863**

Fax: **3972848**

E-mail: [mparakokwa@sadc.int](mailto:mparakokwa@sadc.int) Copy to [ggwaza@sadc.int](mailto:ggwaza@sadc.int);  
[pchifani@sadc.int](mailto:pchifani@sadc.int)

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website at the latest 5 calendar 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,**

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*Head of Procurement Unit*

## ANNEX 1 TERMS OF REFERENCE



### TERMS OF REFERENCE FOR THE DEVELOPMENT OF THE SADC YOUTH PROGRAMME

#### 1. Introduction

The Southern African Development Community (SADC) is a Regional Economic Community that seeks to promote sustainable and equitable economic growth and socio-economic development that will ensure poverty alleviation, and ultimately its eradication, enhance the standard and quality of life of the people of Southern Africa, and support the socially disadvantaged through regional integration. SADC consists of 16 Member States: Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, United Republic of Tanzania, Zambia and Zimbabwe. The estimated SADC population increased from 327.5 million in 2016 to 337.1 million in 2017, representing a 2.9% annual population growth rate. Including Comoros, which became a full member of SADC in August 2018, the total population is estimated at 337.9 million, with the youth aged 15 -24 years making up 35%

The SADC strategic framework is the Revised Regional Indicative Strategic Development Plan (2015-2020), which includes the specific objective of enhancing youth development, empowerment and participation of youth in all aspects of social-economic development and regional integration under Priority D on improved human capacities for socio-economic development. The Ministers of Youth, at their meeting of 20-24 May 2019, in Windhoek, Namibia, approved the formulation of a comprehensive SADC Youth Development Programme to facilitate inclusive and broad-based development, with youth playing a central role. The SADC Youth Development Programme will thus be the delivery vehicle for implementation of the 2015 SADC Declaration on Youth Development and Empowerment and for consolidating the gains made under the 38<sup>th</sup> SADC Summit Theme of “promoting infrastructure development and youth empowerment for sustainable development.”

The demographic dividend remains central to realising Africa's aspiration for economic transformation. Given proper investments in youth and if Africa's large youth population is well harnessed this would spur the continent to greater economic achievements. Africa is moving at a pace much slower than its potential due in part to the untapped potential of its youth (AUC, 2017).

Therefore, there is a need for the region to make deliberate investments in youth including;

- a) finding the right mix of investments,
- b) nurturing and empowering the current youth population,
- c) effecting deliberate change in population structures to reduce future youth dependency.

The SADC Youth Development Programme is expected to deliver on these broad deliverables, while ensuring that youth directly participate in setting the agenda for development, including participating in decision making processes.

## **2. Background of the Consultancy**

The context for the SADC region is that young people constitute about 75% of the population, with the youth cohort (15-34 years) accounting for about 35% of the population. The implication is that young people, inclusive of the youth, constitute the majority in the region and that policy and programmatic actions targeting the youth have greater potential to transform working and living standards in SADC. The youth demographic dividend potential for SADC is therefore very high. However, the status of youth in SADC is not encouraging, largely due to depressed economic growth rates that are not sufficient for inclusive growth. The combined GDP for SADC in 2017 was about US\$706,198 million, which meant that growth levels in the last decade had considerably slowed down from about 6% in 2008 to 1.4% in 2017.

According to a regional statistical employment report adopted by the Ministers of Employment and Labour and Social Partners at their meeting in April 2017, which covered 10 SADC Member States with 2014 as the base year, the high unemployment /under-employment situation in the region presents one of the most urgent socio-economic challenges that need to be addressed. The 2017 report highlighted that the greatest concern was that of youth unemployment, with the highest case of youth unemployment being recorded as 38.5% (strict) and 52.6% (broad). The high numbers of new entrants to the workforce are presently outpacing the capacity of the economy to absorb them in productive employment. The highest recorded rate of youth not in employment or education or training (NEET) was 38% of the youth population, a situation that leads to long-term youth exclusion and marginalisation.

The 2017 report showed that youth in region found it more difficult to join or stay in employment, with more youth likely being discouraged job seekers, as they did not possess the attributes sought by employers by way of education, skills or experience.

Whilst many SADC countries have done well to raise primary enrolment rates, the transition to secondary and tertiary levels as well as the quality of education remains poor. This is also critical in relation to the future of work in which technological transformations are expected to lead to ever changing labour market needs. Attention needs to be paid to the types of education and skills that young people are acquiring, as there is currently a low proportion of graduates in fields related to engineering, manufacturing and construction that are core competencies for the industrialization agenda, as well as youth entrepreneurship.

According to UNAIDS report, 2017, it is also notable that youth have consistently demonstrated high-risk sex with Sub-Saharan Africa recording the highest HIV incidence rate (rate of new infections per annum) between ages 15 - 24 years, where seven (7) SADC Member States have 72% of all new HIV infections in the world. Furthermore, the UNAIDS report revealed that, in females accounted for nearly four out of every five new infections for adolescents 15-19 years. The youth (15- 24) represent 11% of People Living with HIV (PLWHIV) in the region, and accounted for 36% of new HIV infections, with 4700 youth being infected every day. These realities exacerbate the situation of youth who then continue to be on the margins of development processes thus undermining prospects of a youth demographic dividend.

The development of the SADC Youth Programme is, therefore, a measure to build a platform for Member States and the Secretariat to adequately address youth development challenges and define a focused direction for youth empowerment in the region. To facilitate progress in this regard, the Ministers of Youth mandated a Working Group of Experts responsible for Youth to oversee the development of the new Programme. Building on the “AU Roadmap on Harnessing the Demographic Dividend through Investments in Youth ” the youth programme will be underpinned by partnerships with private, public non- government actors and draws on the Aspirations of the Agenda 2063, especially Aspiration 6 on “An Africa whose development is people driven relying on the potential offered by African People, especially its women and youth and caring for children”. It is expected that the Programme will focus on the following:

- a) Youth engagement and empowerment
- b) Youth Innovation, entrepreneurship and employment
- c) Health and well being
- d) Human capital development, harnessing skills and alternative pathways
- e) Harmonization and coordination of continental, regional and national youth development frameworks, strengthening capacity of institutional arrangements.

### **3. Existing Opportunities for youth development and empowerment**

Youth issues have consistently received high-level political attention in SADC. In August 2015, during Summit in Gaborone, Botswana, the Heads of State and Government approved and signed the Declaration on Youth Development and Empowerment. The 38<sup>th</sup> SADC Summit Theme of August 2018 also placed youth empowerment at the center of sustainable development in the region under the banner of “promoting infrastructure development and youth empowerment for

sustainable development.” As a result, youth empowerment and participation has been mainstreamed in the work of all SADC sectors. As SADC is now working on a follow up to the Revised RISDP (2015-2020), there is significant scope to ensure that youth issues continue to be an integral element of development processes in the region, through the SADC Youth Programme. In this way, the Programme will sustain the efforts from the 38<sup>th</sup> SADC Summit theme as well as other ongoing youth centered initiatives, and incorporate lessons learnt for the period 2015-2020.

In the last four (4) years a capacity development project for monitoring, evaluation and reporting on youth programmes was implemented. The project sought to develop Member States capacity to produce data on youth to inform development of policies, and to ensure vulnerable and marginalized youth are placed high on the development agenda. The project delivered a multi-sectoral Monitoring and Evaluation (M&E) Framework with Indicators that will be useful during the development and operationalization of the SADC Youth programme. While the project has come to the end, it is also expected that the Youth Programme will contribute in sustaining the gains and achievements.

The National Youth Councils are very instrumental, especially in coordinating youth and they also serve as a platform for youth engagement. The SADC Youth Forum, is also a key structure at regional level which is instrumental in driving youth engagement at regional level. Given this institutional base, the existing frameworks, including the continental initiatives which also serve as building blocks, the SADC youth programme will provide a good basis for a robust response to youth issues in the region.

#### **4. Scope of Work**

The main objective of this Consultancy is to develop the SADC Youth Programme., the Consultant will conduct a contextual analysis to inform the development of the guiding documents, assess good practices and lessons in the coordination and management of youth programmes and activities. The consultant will therefore perform among others, the following:

- a) Conduct an assessment and supplementary desk review,
- b) Conduct stakeholder analysis for youth development and identify roles, responsibilities and strategies of engagement,
- c) Identify priorities of the SADC Youth Programme, taking into account regional policies, strategies, statements and priorities at other sectors of development,
- d) Develop a costed work plan for SADC youth programme including among others key strategies, activities, indicators/ M&E plan and plan for resource mobilization,
- e) Identify implementation modalities for the SADC Youth Programme at all levels,
- f) Produce a programme document, of the SADC Youth Programme, and
- g) Present documents at various consultative and validation meetings

#### **5. Consultancy Deliverables**

The following deliverables are expected from the consultant at agreed timelines:

- a) Inception report – including execution plan
- b) Contextual analysis report, draft SADC Youth programme, with monitoring and evaluation plan and plan for resource mobilization.
- c) Final Document detailing SADC Youth Programme/Framework (programme document)
- d) PowerPoint Presentation of the Programme Document
- e) Reports of stakeholder consultation and validation meetings

## 6. Consultancy Duration

The Consultancy will require a combined 37 working days, spread over the period December 2019-February 2020. The expected deliverables, duration and payment schedules are as follows:

Activity	Number of Days	Payment schedule
Inception report	5	30 %
Contextual Analysis Report and Draft SADC Youth Programme, including Stakeholder Consultations and Validation Report on the SADC Youth Programme	25	40%
Submission of Final SADC Youth Programme and PowerPoint Presentation of Programme	7	30%

## 7. Qualifications of consultant

- a) Education: Advanced university degree in Social Sciences, Development Studies, Anthropology, or Demography.
- b) Experience: A minimum of 10 years' experience in policy development, strategy and programme design at the international level. Experience in developing youth policies and programmes is a distinct advantage. Demonstrated knowledge of SADC policies and strategies, as well as familiarity with the SADC institutional arrangements
- c) Knowledge and experience of working in the SADC region's socio-economic sectors e.g youth, employment etc
- d) Demonstrated analytical skills and excellent communication and report writing skills. Languages: Written and spoken English. Knowledge of French and Portuguese will be an added advantage.

## 8. Reporting and Management Arrangements

The consultant shall report to and receive technical backstopping from the SADC Secretariat technical team constituted for the purpose. The focal persons is Mr. Maxwell Parakokwa, Senior Programme Officer – Employment, Labour and Youth

[mparakokwa@sadc.int](mailto:mparakokwa@sadc.int)). The Director SHD will play an oversight role over this assignment.

## 9. Remuneration

This assignment will be implemented over 37 work-days, for a total of US\$ 16 650.00 In addition to the above remuneration, the contracting organization will cover accommodation and transport costs for the validation workshops in line with SADC Daily Subsistence Allowances (DSA) guidelines.

### **ANNEX 2: Expression of Interest Forms**

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT .....	11
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**A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT**

**REFERENCE NUMBER: SADC/3/5/2/71**

**REQUEST FOR SERVICES TITLE: CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME** in accordance with your Request for Expression of Interests number **SADC/3/5/2/71**, dated [insert date] for the sum of [Insert amount(s) in words and figures<sup>11</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

I take note that under the provisions of the 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’s request, I will provide certified copies of documents to prove so.

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

I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

My proposal is binding upon me for the period indicated in Paragraph 9(iii) of this Request for Expression of Interest.

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

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

Yours sincerely,

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

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

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**B. CURRICULUM VITAE**  
**[Insert full name]**

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1. **Family name:** *[insert the name]*
2. **First names:** *[insert the names in full]*
3. **Date of birth:** *[insert the date]*
4. **Nationality:** *[insert the country or countries of citizenship]*
5. **Physical address:** *[insert the physical address]*
6. **Postal address**
7. **Phone:** *[Insert Postal Address]*
8. **E-mail:** *[insert the phone and mobile no.]*  
*[Insert E-mail address(es)]*
9. **Education:**

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

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

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

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

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

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

**17. Professional experience:**

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

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

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

***[Insert the details]***

**19. Statement:**

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

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

By signing this statement, I also authorize 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 9**  
**2) Proof of working experience indicated at point 15**

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

**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER: SADC/3/5/2/71- CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME**

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

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

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

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

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

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

<sup>4</sup> Provide clear description of what is their exact nature

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

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

#### REFERENCE NUMBER: *SADC/3/5/2/71-* CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME

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

**The SADC Secretariat** (hereinafter called the "Procuring Entity") with the registered business in: *Plot 54385 CBD, Private Bag 0095, Gaborone, Botswana*

**and, on the other hand,**

***[Insert the full name of the individual]*** (Hereinafter called the "Individual Consultant"), with 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 ***the SADC Secretariat*** who purchase the Services described in Annex 1 to this contract.

1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

**Contract value** means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated ***[insert the date]*** for the project ***SADC/3/5/2/71- CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME***

reflected as such in the Annex 2 of this contract.

**Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest ***SADC/3/5/2/71- CONSULTANCY FOR DEVELOPMENT OF THE SADC YOUTH PROGRAMME***

1.3

1.4 **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 the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

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

4.1 For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.

4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to 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 his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.

4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country (ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

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

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements

in relation to this, and at the request of the Procuring Entity (s), he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

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

The Procuring Entity will be entitled to seek confirmation from the 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. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

## **7. Assignment and Subcontracting**

7.1 The 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, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.

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

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

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

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

9.1 The 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 in connection with the provision of the Services.

9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the 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 the Procuring Entity becomes aware of them;
  - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the 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 the 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 the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s) he expresses a serious reservation.

## **10. Insurance**

- 10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the 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 the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
- 10.4 All insurances effected by the 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 the 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 the Procuring Entity and its assigns for the use of the same in that connection.

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 the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

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

12.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the 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 written agreement of the Project Director.

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

## **13. Suspension or Termination**

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

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

13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

**14. No Waiver**

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

**15. Variations**

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

**16. Jurisdiction**

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

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

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

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

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

For the Procuring Entity		For the Individual Consultant	
<b>Name :</b>		<b>Name :</b>	
<b>Position :</b>			
<b>Place :</b>		<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	
<b>Signature:</b>		<b>Signature:</b>	

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

*[insert the Terms of Reference]*

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

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars **[16,650.00]**, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
  
2. The breakdown of prices is:

N°	Description <sup>1</sup>	Unit	No. of Units	Unit Cost <sup>2</sup> (in US\$)	Total (in US\$)
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<b>Total</b>			
1	Per diem allowances	Day			
2	Flights <sup>3</sup>	Trip			
3	Miscellaneous travel expenses <sup>4</sup>	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 <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

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

<sup>3</sup> Indicate unit cost.

<sup>4</sup> Provide clear description of what is their exact nature

3. The payment will be made as per the following schedule and against the following key deliverables;

- 30% of the contract value upon submission and acceptance of an Inception Report;
- 40% of the contract value upon submission and acceptance of Contextual Analysis Report and Draft SADC Youth Programme;
- 30% of the contract upon submission and acceptance of Final SADC Youth Programme

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