

**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY**

**REFERENCE NUMBER: SADC /3/5/2/81**

**13<sup>th</sup> July 2020**

A small, handwritten signature in black ink, located in the bottom right corner of the page.

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

**“SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTH-  
ERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL  
REVOLUTION STRATEGY**

”

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 organization or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are not being currently subject to an administrative penalty.*

3. The maximum budget for this contract is **US\$ US\$ 8,000.00** inclusive of **professional fees and reimbursable expenses**. 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 “**SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY**” 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: **3<sup>rd</sup> August 2020 at 14:30hrs local time.**

7. Proposals submitted by E-mail **are** acceptable and should be submitted to [industrialrevolution@sadc.int](mailto:industrialrevolution@sadc.int) by the deadline in Para 6 above

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

<b>Category</b>	<b>Points</b>
Qualifications and skills	30
General Professional Experience	10
Specific Professional Experience	60
<b>Total</b>	<b>100</b>

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

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

(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 (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer (professional fees) within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical 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 7 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Mrs. Anneline Morgan

Telephone: **+267395 1966**

Fax: **+2673972848**

E-mail: [tlengoasa@sadc.int](mailto:tlengoasa@sadc.int) and [tenders@sadc.int](mailto:tenders@sadc.int)

**Copy to** [amorgan@sadc.int](mailto:amorgan@sadc.int) [ychingalawa@sadc.int](mailto:ychingalawa@sadc.int)

**All responses to requests for clarifications made will be posted** on the SADC Secretariat's website at the latest 7 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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**Ms. Veronica Zulu Chingalawa**  
**Ag. Senior Officer - Procurement**



## TERMS OF REFERENCE



### **SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF POSITION PAPER TO INFORM THE DEVELOPMENT OF A SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY**

**REFERENCE NUMBER: SADC/3/5/2/81**

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## BACKGROUND INFORMATION

### 1.1 Partner Country and Procuring Entity

The procuring entity is the Southern Africa Development Community (SADC)

### 1.2 Contracting Authority

The contracting authority for this consultancy is the Southern Africa Development Community (SADC)

### 1.3 Country Background

The Southern African Development Community (SADC) was established as a development coordinating conference (SADCC) in 1980 and transformed into a development community in 1992. It is an inter-governmental organisation whose goal is to promote sustainable and equitable economic growth and socio-economic development through efficient productive systems, deeper co-operation and integration, good governance and durable peace and security among fifteen Southern African Member States.

### 1.4 Current situation in the sector

The world we live in today is continually changing and one of the fundamental drivers is digital transformation. At its center, digital transformation is not about the Internet but rather it is about employing the latest technology to do what you have to do, but better! The global economy is undergoing a digital transformation at breakneck speed and SADC cannot afford to not be part of process.

Digital Economy refers to an economy that is based on digital technologies or simply is the economic activity resulting from billions of daily online connections between people, enterprises, electronic devices, data and processes. It encompasses every aspect of modern life, thus includes; conducting communications, financial transactions, education, entertainment and business using computers, phones and other devices, the ability of a Citizen to engage with Government and society to stimulate new ideas and help influence political and social change. The backbone of the digital economy is the growing interconnectedness of people, organisations and machines that results from the Internet, mobile technology and the Internet of things (IoT). The digital economy is taking shape and undermining conventional notions about how businesses are structured; how firms interact; and how consumers obtain services, information, and goods. Digital networking and communication infrastructures provide a global platform over which people and organisations devise and employ new business strategies, interact, communicate, collaborate and seek information regardless of time and location.

The proliferation and explosion of new technologies threatens to leave Africa further behind and everyone is betting on Digital Economies as a way for the continent to pole vault over old development pathways. SADC is no exception. We cannot afford to wait and join later because we may fall



further behind and it will be much harder to catchup. It is clear that the Fourth Industrial Revolution will have a dramatic impact on our societies, in our way of life, but also in labour markets. It is imperative to anticipate the potential net negative impact of this technological revolution.

The bulk of the world's new and disruptive technologies are produced in a relatively small number of countries. These countries have managed to create or attract critical masses of talented people (inventors, scientists, engineers, researchers, entrepreneurs) and give them the tools and environment to be creative. Most have a combination of vibrant public investment in R&D, high quality education system, easy access to investment and venture capital, a string startup/innovation culture and protection of intellectual property. How can SADC catch up?

SADC Member States have among the highest mobile penetration in Africa, where six (6) Member States have over 100%, namely; Botswana, Lesotho, Mauritius, Namibia, Seychelles and South Africa. The SADC average mobile penetration is 73% and the mobile uptake is still high. The SADC average Internet User penetration is 20% and cost of access to broadband Internet is still on the high side, as only three (3) SADC Member States (Mauritius, Seychelles and South Africa) have broadband Internet access costing not more than 2% of the monthly Gross National Income (GNI) per capita. In other words, broadband Internet is still not affordable. There is a need to introduce more competition.

With an estimate of 76% of the population below the age of 35 years old, SADC is presented with a unique opportunity due to this comparative advantage. One of SADC's objective is to mainstream digital skills to empowering young people in different technological disciplines and this may bring about the economic reform for SADC to expand its exports into regional and international markets by increasing exports. Another objective of the SADC is to increase its GDP and technological exports. Furthermore, Internet, Energy, Water and Transport for all are also on SADC's regional agenda.

Most developed nations have Digital Economy Act and a National Digital Economy Strategy. The former is probably being reviewed at this point in time while the latter usually contains the following thematic elements:

- a) Legal and Regulatory (Digital Economy Act, Trust, Confidence and Security, Intellectual Property rights);
- b) Strengthening Digital Infrastructure (including digital identification);
- c) Capacity Building – Digital Skills;
- d) Supporting Innovation and Entrepreneurship (create jobs and develop new products and services); and
- e) Multi-stakeholder Collaboration (health care, education and skill training, agriculture, transportation and logistics etc.).

### **1.5 Related programmes and other donor activities**

The importance of the Fourth Industrial Revolution has been spear headed by a number of countries in the developed world and it is changing the face of business processes and delivery of services to consumers. As we usher in the 2030 regional Vision we need to embrace and develop responsive strategies and frameworks to tap into opportunities of the Fourth Industrial Revolution (FIR).





As a commitment to digitalisation and the vision for a Digital SADC 2027 as stipulated in the ICT Chapter of Regional Infrastructure Development Master Plan (RIDMP), the SADC ICT Ministers signed a Declaration on the Fourth Industrial Revolution to guide the development of regional programmes and projects. The Declaration is a commitment in preparing SADC for the Fourth Industrial Revolution through the use of ICTs. The Declaration also calls for harmonization of enabling digital policies and universal access to critical broadband infrastructure.

## **2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS**

### **2.1 Overall Objective**

The main objective of the consultancy is to develop a Regional Position Paper on the Fourth Industrial Revolution that will inform the development of a regional strategy. The proposed SADC Fourth Industrial Revolution Strategy will seek to leverage the digital economy to unlock productivity, competitiveness and value addition in priority sectors such as infrastructure, industrial development, social development, food production and security, peace and security and financial services and trade.

### **2.2 Purpose**

The purpose is to engage an individual consultant to develop a Position Paper to inform the development of a regional Strategy on the Fourth Industrial Revolution.

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

The expected results to be achieved by this consultancy is as follows:

- i. Situational analysis on the uptake or response to the Fourth Industrial Revolution by Member States some cases studies;
- ii. Response and approach to be taken by the region to take up opportunities of the Fourth Industrial Revolution;
- iii. Regional approach to develop the Digital Economy
- iv. Proposed approach for development of a regional strategy on Fourth Industrial Revolution; and
- v. Action Plan for development of a regional strategy.

## **3. ASSUMPTIONS AND RISKS**

### **3.1 Assumptions underlying the project**

The assumptions are that Member States have programmes or policies in place to respond to the Fourth Industrial Revolution.



## 3.2 Risks

The risks that may occur is that Member States have no programmes or policies in place on the Fourth Industrial Revolution.

## 4. SCOPE OF THE WORK

### 4.1 General

#### 4.1.1 Description of the assignment

In order to effectively undertake this study, the consultant is expected to perform a number of tasks including but not limited to the following specific tasks:

- a) The consultant will undertake a literature review, and desktop research;
- b) Carry out Member States level technology infrastructure diagnostics;
- c) Estimate the Digital Economy Divide (Digital Divide) that exists in Member States relative to the world average and develop nations to establish the baseline values;
- d) Estimate the potential net negative impact of not pursuing or taking advantage of Digital Economy opportunities;
- e) Define the comparative advantage of SADC toward the transition to a Digital Economy;
- f) Estimate the impact to be derived by implementing the Regional Strategy in terms of productivity, GDP, employment and skilled population;
- g) Outline regional connectivity costs in relation to advantages and disadvantages in promoting digital economies and also outlining cost gaps among member states;
- h) What are the best practices initiatives that are currently being undertaken in SADC Member States to transition to a Digital Economy and Fourth Industrial Revolution?
- i) Review and outline the regions performance in the areas of FinTech, Digital Trade, Innovation and Technological advancement (blockchain, Artificial Intelligence, robotics, Big Data, etc);
- j) Undertake a Political, Economic, Social, Technological, Legal and Environmental (PESTLE) Analysis of the status of SADC Member States towards a Digital Economy;
- k) Develop an Action Plan and estimated budget for development of a regional Fourth Industrial Revolution Strategy;
- l) Identify core Indicators for Digital Economy;
- m) Recommend international assessments for benchmarking digital economies for SADC Member States to monitor;
- n) Recommend key technical assistance and advisory services on Digital Economy and their sources that would be beneficial to SADC Member States;
- o) Provide guidance on how to mainstream research, development and innovation, education and skills development; gender, social and environment safeguards in relation to the digital economy;
- p) Recommend policy priorities and programmes to be considered at regional and national levels for the digital economy and Fourth Industrial Revolution;
- q) Prepare and submit an Inception Report which includes the Methodology and Work Plan;



- r) Prepare and submit the First Draft Position Paper and Action Plan for development a Regional Strategy for review;
- s) Moderate a SADC Regional Validation Workshop of all Member States and relevant stakeholders to present and validate the Draft Paper and Action Plan;
- t) Present the Second Draft Final Documents, inclusive of inputs and comments from the experts validation workshop.

The SADC's Strategy on Fourth Industrial Revolution will seek to also answer the following questions:

- a) What are the most disruptive technologies that will fuel the SADC Digital Economy of the future?
- b) What are the key foundations (enablers) to enable SADC reap the digital dividend for the Digital Economy?
- c) What are the best practices initiatives that are currently being undertaken in SADC Member States to transition to a Digital Economy?
- d) What are the regulatory frameworks that need to be introduced and which ones need to be updated?
- e) What is the role of cyber security, copyright (intellectual property rights) and data sharing laws in a country's digital infrastructure?
- f) What are the necessary steps that should be taken by the Government and business for the development of skills vital for the Digital Economy?
- g) What are the institutions and the governance structures that Governments need to put in place to take full advantage of the Digital Economy and 4IR technologies?
- h) Which elements of Digital Economy foundations could be best implemented through Public-Private Partnerships (PPP)?
- i) How can SADC improve the ease of operations and reduce cost of operations for digital businesses. (eg. Enable entrepreneurs to set up businesses in less than a day)?
- j) How do you create an attractive environment for investment in research, innovation and technology?
- k) Who are the key SADC Regional Implementing Agencies to ensure effective implementation of a Digital Economy?
- l) Which three (3) major sectors in SADC will benefit the most from a Digital Economy and Fourth Industrial Revolution?
- m) If we are to rethink the way SADC Member States do manufacturing, what would be the fundamental changes?
- n) What are the digital skills development programmes that would close inequalities and gender divides to ensure inclusion, equity and job for the future?
- o) How should education systems at all levels be re-organised to respond to Fourth Industrial Revolution and the Digital Economy?

#### **4.1.2 Geographical area to be covered**

The consultancy will mainly review existing literature on Fourth Industrial Revolution and conduct desk top research. The consultant to benchmark with other regional economic institutions in the continent and internationally such as with the ASEAN, EU, and MERCOSUR regions.



### **4.1.3 Target Groups**

The consultant is expected to undertake literature review on the subject including what exists in SADC Member States. Cross-references or links to SADC guiding institutional documents (Revised RISDP, RIDMP, Industrial Strategy and Action Plan, Declarations etc) to create synergies may also be important to review.

Interviews (telephonic, online questionnaires etc) are to be conducted with relevant stakeholders who would include among others, ministries, regulators, infrastructure and services providers, consumers, regional and international financing institutions, SADC Regional Implementing Agencies, regional and international infrastructure-related organisations and experts.

### **4.2 Specific work**

The Consultant will prepare a Work Plan setting out the approach to the following activities:

- Documentation review;
- Data collection at national, regional and international levels;
- Validation Workshop;
- Preparation of the Inception Report;
- Draft SADC Position Paper, inclusive of the Literature Review, and draft Action Plan for development of regional strategy
- Present draft Paper to a Validation Workshop Agenda and
- Final SADC Position Paper after validation workshop.

## **4.3 Project Management**

### **4.3.1 Responsible body**

The consultancy will be responsible to the Executive Secretary through the Directorates responsible for Industrial Development and Trade and Infrastructure respectively.

### **4.3.2 Management Structure**

The assignment will be jointly supervised and reviewed by the Directorate of Industrial Development and Trade (IDT) and the Directorate of Infrastructure from the SADC Secretariat. The consultant shall report to and perform the assigned tasks under the guidance of the Director Industrial Development and Trade and Director responsible for Infrastructure and direct supervision of and Senior Programme Officer (SPO) for Science Technology and Innovation (STI) and Senior Programme Officer (SPO) for ICT. A soft copy of the reports in the agreed format should be submitted to the SADC Secretariat within the agreed period to be considered as delivered.

### **4.3.3 Facilities to be provided by the contracting authority and/ or other parties**

The Contracting Authority (SADC) shall assist the Consultant in providing available study reports and other documents that may be relevant to the assignment. Where necessary, the Contracting Authority will assist in making arrangements for the Consultant to contact relevant agencies, institutions and other key stakeholders in the SADC region and other continental and international stakeholders. The contracting authority will borne the costs for the validation workshop.

## **5. LOGISTICS AND TIMING**



## 5.1 Location

This consultant can be located anywhere within the SADC region but will be reporting to the Secretariat in Gaborone, Botswana.

## 5.2 Start date and period of implementation

The intended start date 1 September 2020 and the period of implementation will be two months. Please see Articles 2.1, 2.3 and 2.4 of the special conditions for the actual start date and period of implementation.

## 6. REQUIREMENTS

### 6.1 Staff

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### 6.1.1 Key Experts

##### Qualifications and Skills

- Advanced university degree in business, strategy, technology, Engineering or Science or relevant fields
- Possession of a PhD will be considered as an advantage
- Proven analytical capacity and ability to identify needs and constraints, set priorities and translate into action plans
- Fluency in spoken and written English.
- Knowledge of Portuguese and French will be added advantage
- Research and Report writing skills
- Communication skills
- MS Office computer skills

##### General Professional Experience

- Demonstrate a minimum of ten (10) years of working experience in strategic management covering areas including business strategy and planning; integration and alignment of strategic directions and policies; foresight and critical analysis and thinking; systems development; monitoring performance and outcomes, strategy and organizational development for related organisations

##### Specific Professional Experience

- Knowledge of global and continental efforts towards Fourth Industrial Revolution and the Digital Economy
- Experience in policy research



- Good publication record in the field of Fourth Industrial Revolution and or Digital Economy will be an advantage
- Experience in managing similar assignments
- Experience in working with SADC Regional Implementing Agencies is an added advantage.

### 6.1.2 Non-Key experts

Not Applicable .

### 6.2 Office Accommodation

The Consultant is expected to be fully self- sufficient in terms of accommodation, office space, office supplies, office equipment and transport.

### 6.3 Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

Data, documentation and assets from the consultancy will remain in the custody of the Contracting Authority at the end of the assignment. The Consultant will make arrangements to ensure a participatory/consultative approach with a high degree of public involvement and participation. This includes arrangements of the envisaged stakeholder workshops. If necessary, the Consultant shall be responsible for coming up with a training and knowledge transfer plan to counterpart staff to be approved by the Contracting Authority.

### 6.4 Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

## 7. REPORTS

### 7.1 Reporting Requirements

- **Inception Report** – to be submitted one week from start of the consultancy
- **Draft Literature Report and Draft Position Paper with Action Plan on development of the regional Strategy** – to be submitted 3 weeks after the submission of the Inception report
- **Presentation of Reports at the validation workshop** – date to be confirmed by the Secretariat
- **Final Reports** - to be submitted one week after validation workshop



## **7.2 Submission and approval of reports**

The reports referred to above must be submitted to the Directors responsible for Industrial Development and Trade (IDT) and Infrastructure of SADC Secretariat. The Directors will be responsible for approving the reports. The Contracting Authority shall endeavour to approve and/or provide comments to reports submitted by the Contractor within ten working days. In the absence of comments or approval by the Contracting Authority within the set deadline, the reports are deemed to be approved.

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of Indicators**

- Inception meeting between SADC Secretariat and the consultant
- Submission of Draft Inception Report
- Submission of Final Inception Report
- Submission of Literature Review and draft Position Paper inclusive of Action Plan on development of the Strategy
- Presentation of Reports at validation workshop
- Submission of Final revised Position Paper and Action Plan

### **8.2 Special requirements**

All applications received will be assessed using the following criteria:

- Education and Training – 30%
- Specific Skills – 60%
- General Skills – 10%



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

**REFERENCE NUMBER: NUMBER: SADC /3/5/2/81**

**SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY”**

Date:

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY**”

“accordance with your Request for Expression of Interests number SADC/3/5/2/81, dated [..... ] for the sum of [*Insert amount(s) in words and figures*<sup>1</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;*

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





- 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 organization 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.

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: \_\_\_\_\_

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

<b>Institution: [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:**

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



17. Professional experience:

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<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>

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>

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>
.....	..... .....	..... .	.....	.....



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>

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 willful 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 9 and 17 above<sup>2</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 17 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 17*

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<sup>2</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.*





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**C. FINANCIAL PROPOSAL**

**REQUEST FOR SERVICES TITLE: “SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY”**

**REFERENCE NUMBER: SADC /3/5/2/81**

<b>Offer</b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>	

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

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

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

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC /3/5/2/81

“ SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY”

”

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. Définitions

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 –“ **SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY**”

**and** 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 -“ **SELECTION OF INDIVIDUAL CONSULTANTS: FOR DEVELOPMENT OF SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) FOURTH INDUSTRIAL REVOLUTION STRATEGY**”

**1.3. 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, sub-let, 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	
Name :		Name :	
Position :			



<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 **\$8000.00**, 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.

Payment schedule is as follows :

<b>Deliverables</b>	<b>Time Frame</b>	<b>Payment</b>	<b>Work Days</b>
Draft Inception Report, inclusive of Methodology and Work Plan and Presentation of Inception Report.	2 weeks after signing of contract	20%	10
Mid Term Report (Draft Literature Review and Preliminary Draft Recommendations).	5 week	30%	15
First Draft SADC Position Paper, inclusive on the Literature Review.	8 week		15
Second Draft SADC Position Paper, incorporating comments from SADC Secretariat and DBSA. Draft Validation Workshop Agenda.	9 week	40%	3
Presentation on Final SADC Position Paper.	11 week		2
Validation Workshop – Presentation of the 2 <sup>nd</sup> Draft Final Report.	12 week		2
Final SADC Position Paper (inclusive on the Literature Review) incorporating comments from the validation workshop. Mission Report.	1 week after Validation Workshop	10%	3

2. The breakdown of prices is:

<b>Offer</b>	<b>Total</b>
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable ex-</b>	



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

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

