



## **REQUEST FOR EXPRESSION OF INTEREST**

### **SELECTION OF INDIVIDUAL CONSULTANT**

### **TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS**

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**REFERENCE NUMBER: SADC/3/5/2/106**

**30 JUNE 2020**

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

**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS**

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 this contract is US \$ **US\$20,000.00 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. Proposal should be submitted by email clearly marked **“REFERENCE NUMBER: SADC/3/5/2/106 CONSULTANCY FOR TECHNICAL ASSISTANCE TO SADC**



**SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS** to the email address below:

[remuneration@sadc.int](mailto:remuneration@sadc.int)

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **Tuesday 23<sup>rd</sup> July 2020 at 15:00hours local time**
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	30
General professional experience	10
Specific professional experience	60
Total	100

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

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) **EVALUATION AND AWARD OF THE CONTRACT:**

Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically. Only those proposals, which manage to get a minimum of 70 points, will be considered for financial evaluation.

An Expression of Interest is considered compliant to the requirements if:

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.
- The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, will be awarded the contract

(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.

9. The assignment is expected to commence within **two (2) weeks** from the signature of the contract.
10. 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: Mrs. Veronica Zulu Chingalawa  
Telephone: **+267 364 1989 / 3951863**  
Fax: **3972848**  
E-mail: [tnyamukondiwa@sadc.int](mailto:tnyamukondiwa@sadc.int) and [tenders@sadc.int](mailto:tenders@sadc.int)  
Copy to: [amwoombola@sadc.int](mailto:amwoombola@sadc.int) and [vchingalawa@sadc.int](mailto:vchingalawa@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 those 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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**Name:** Veronica Zulu-Chingalawa  
**Title:** Acting Head – Procurement.



## **ANNEX 1: TERMS OF REFERENCE**



**(Global Priced)**

**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A  
REMUNERATION BENCHMARK REPORT ANALYSIS**

## TERMS OF REFERENCE

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# **1. BACKGROUND INFORMATION**

## **1.1 Partner country and Procuring Entity**

Member States of Southern African Development Community (SADC) are Partner Countries. Procuring Entity is Southern African Development Community Secretariat (SADC Secretariat) located in Gaborone, Botswana.

## **1,2 Contracting authority**

SADC Secretariat.

## **1.3 Country background**

The Southern African Development Community herein referred to as 'SADC' Secretariat is made up of Angola, Botswana, Comoros, Democratic Republic of the Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, and Zimbabwe. SADC is a body that facilitates the implementation of SADC programmes and activities to meet its objectives and overall goal of poverty eradication and regional integration. The main objectives of SADC are to achieve development, peace and security, and economic growth, to alleviate poverty, enhance the standard and quality of life of the peoples of Southern Africa, and support the socially disadvantaged through regional integration, built on democratic principles and equitable and sustainable development.

## **1.4 Current situation in the sector**

SADC Secretariat did a benchmarking mission the Common Markets for East Africa and Southern Africa (COMESA), Southern African Customs Union (SACU) and the African Union Commission (AUC). Attached to these ToR is the report that provides comparative information on remuneration, related allowances and benefits for three (3) Institutions in relation to the SADC Secretariat. This mission emanated from Council decisions taken in March 2017 at Ezulwini, Eswatini and subsequently in August 2017, Pretoria, South Africa which directed the Secretariat to embark on a salary and benefits benchmark exercise.

The Benchmark exercise was undertaken from 22 May to 3 June 2017 and February 2018. During the mission, key officials at the aforementioned institutions responsible for the Human Resources and Finance departments were interviewed and information on remuneration packages, terms and conditions of service was shared. The benchmark mission comprised of Director Human Resources and Administration, Senior Officer – Statistics, Senior Officer - Human Resources, Human Resources Officer – Remuneration and Staff Benefits and Assistant Officer – Human Resource.

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

Not applicable.

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

## **2.1 Overall objective**

The overall objective of the project of which this contract will be a part is as follows:

SADC Secretariat will maintain position of an organisation that attracts professionals from Member States (MS) and keeps their motivation high.

## 2.2 Purpose

The purpose of this contract is as follows:

- Alignment of salaries and other benefit packages of SADC Secretariat staff with other Regional Economic Communities (RECs)

### 2.3 Results to be achieved by the contractor

- i) Study on staff salaries and benefit packages following benchmarking with ACU, COMESA and SACU undertaken
- ii) Draft proposal following above study for Member States Council adoption elaborated

## 3. ASSUMPTIONS & RISKS

### 3.1 Assumptions underlying the project

- Information elaborated in benchmarking study is still valid

### 3.2 Risks

None

## 4. SCOPE OF THE WORK

### 4.1 General

### 4.2 Description of the assignment

In order to discern general comparisons on salaries and total packages offered to staff of SADC Secretariat and those of AUC, COMESA, and SACU in similar positions, the following key issues or assumptions have to be taken into account:

- a) SADC Secretariat remuneration philosophy are not entirely the same way as the other three (3) Institutions in the study, the comparative is based on total packages; and
- b) While SADC Secretariat just concluded benchmarking exercise, two of the other organizations (COMESA & SACU) are in the process of salary review which may further widen the disparity between them and SADC Secretariat.

The following section provides a summary of the most salient findings based on the information gathered and consultations held with officials of AUC, COMESA and SACU during the benchmarking mission.

### **Composition of remuneration and benefits package for staff**

Salaries packages are made up of various components over and above the basic salary. The Benchmark Mission found that SACU pays a 7% annual bonus which is treated as an equivalent of the gratuity benefit at SADC Secretariat while COMESA pays pension to their staff. Notable



allowances and benefits applicable in the four (4) Institutions includes the following: Assignment, Housing, education, relocation/repatriation, entertainment, Utility, gratuity, spouse, performance/bonus, dependence/child, language, post adjustment, home leave, provident/pension, and transport allowance. Others are overtime, medical, acting, responsibility, provision of chauffer, gardener, and house maids services. However, it should be noted that there were variations in application and applicable rates among these Institutions.

### **Salary adjustment approaches**

#### **SADC Secretariat**

The existing salary structure was last reviewed in 2008 following a restructuring and Job Evaluation exercise. Since then, salaries were adjusted in April 2012 by 5% and a cost of living adjustment of 2.1% in October 2015 following Council approval respectively. Implying a total increment of 7.1% in 10 years. The 2012 adjustment was made in response to the weakening of the US Dollar in the international market and a rising domestic inflation in Botswana from 2008 to 2012.

This is notwithstanding, the fact that there is no policy or process guiding salary reviews and adjustments for SADC Secretariat.

#### **COMESA**

There is an existing Policy in COMESA to review remuneration packages every five years and the Institution is currently undertaking a comprehensive market study to review their remuneration packages and policies.

#### **SACU**

SACU has a salary review policy that provides for a standard salary adjustment of 5% per annum for all staff. In addition, SACU further adjusts salaries based on the official annual inflation rate for Namibia as compiled by the Namibia Statistical Agency.

#### **4.2.4 AUC**

AUC also has an existing Policy framework for salary adjustments to be effected every 3 (three) years. AUC undertook a more comprehensive review of salaries that was approved at the Commission's Meeting held in August 2017.

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

Gaborone, Botswana.

### **Target groups**

SADC Secretariat staff.

### **Specific work**

- 1.1 Desk review of benchmarking study and its findings, within two weeks from contract signature (CS+2w)
- 1.2 Produce and submit Inception Report (CS+2)
- 1.3 Acquiring latest data from three benchmark institutions, confirming or not validity of information in benchmarking study (CS+4w)
- 1.4 Analysis of costs of living in Gaborone, Botswana and yearly trends (CS+4w)
- 1.5 Analysis and formulation of best framework for periodic adjustment of salaries and other benefits (CS+6w)
- 1.6 Interviews with select staff on their actual cost of living and relation to salaries and other benefits (CS+6w)
- 2.1 Draft and present Final Report and related findings (CS+8w)
- 2.2 Presentation of findings to select group of representatives of staff in a form of one or two-day workshop (CS+9w)
- 2.3 Obtain written comments on the findings (CS+10w)
- 2.4 Revision of Final Report and its formal submission (CS+11w)
- 2.5 Write proposal for Council adoption (CS+12w)

### **4.3 Project management**

#### **Responsible body**

Human Resources and Administration department is responsible for day-to-day management of the assignment.

#### **Management structure**

The Southern African Development Community (SADC) Secretariat is the principal executive institution of SADC, responsible for strategic planning, co-ordination and management of SADC programmes. It is also responsible for the implementation of decisions of SADC policy and institutions such as the Summit, the Troikas and Council of Ministers. It is headed by an Executive Secretary and has its headquarters in Gaborone, Botswana. The Secretariat is guided by Institutional Vision and Mission. The structure of the Secretariat as approved at SADC Secretariat in 2017 as follows:

##### Executive Secretary

- Organ on Politics, Defence and Security
- Internal Audit & Risk Management
- Communication & Public Relations
- Gender
- Macro-Economic Surveillance

Deputy Executive Secretary: Regional Integration

- Trade, Industry, Finance and Investment
- Infrastructure and Services
- Food, Agriculture and Natural Resources
- Social and Human Development and Special Programmes
- Policy Planning and Resource Mobilisation

Deputy Executive Secretary: Corporate Affairs

- Budget and Finance
- Human Resources and Administration
- Conference Services
- Procurement
- Legal Affairs
- Information and Communication Technology

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

Logistics required for the above 4.2/2.2 event.

## **5. LOGISTICS AND TIMING**

### **5.1 Location**

The assignment is home based, with the exception of meetings and events with SADC Secretariat Management and Staff, which will be in Gaborone, Botswana.

### **5.2 Start date & period of implementation of tasks**

The intended start date is September 2020 and the period of implementation of the contract will be three (3) months from this date. Please see Articles 2.1, 2.3 and 2.4.

## **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**

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the following key experts:

**Key expert 1:**

**Qualifications and skills**

- Must have a Master's in Industrial Psychology, Human Resources; Management, Social Science Studies specialized in Remuneration and Benefits benchmarking and surveys;
- Must be computer literate, and competent PowerPoint presentation;
- Written and oral fluency in the English language is essential;
- Excellent time management and organisational skills to prioritise workload and meet tight deadlines.

**General professional experience**

- He/she must have a minimum of 15 years of Remuneration and benefits surveys experience.

**Specific professional experience**

- He/she is expected to have practical experience in Compensation;
- Management analysis, tools and best Practices, and related subjects;
- Must have a track record of similar project for similar large organisations within the past 10 years;
- Previous experience in the SADC region would be an advantage.

**6.1.2. Non-key experts**

Not Applicable.

**6.1.3. Support staff & backstopping**

Not applicable

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

**6.1.4. Evaluation criteria**

<b>Category</b>	<b>Points</b>
<b>Qualification and Skills</b>	<b>30</b>
<b>General professional experience</b>	<b>10</b>
<b>Specific professional experience</b>	<b>60</b>
<b>Total</b>	<b>100</b>



## 6.2 Office accommodation

Office accommodation for each expert working on the contract is to be provided by the contractor.

## 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.

## 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

The contractor will submit the following reports in English language in one original and two copies:

- **Inception Report** of maximum 12 pages to be produced after two weeks from the start of implementation. In the report the contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel. The contractor should proceed with his/her work unless the contracting authority sends comments on the inception report.
- **Draft final report** of maximum 12 pages (main text, excluding annexes). This report shall be submitted no later than one month before the end of the period of implementation of tasks.
- **Final report** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is seven days after receipt of comments on the draft final report. The report shall contain a sufficiently detailed description of the different options to support an informed decision. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.
- **Proposal for Council's** following findings presented in the Final Report will be submitted no later than one week from the approval of the Final Report. Procuring Entity will have one week to comment or accept the proposal.

## 7.2 Submission and approval of reports

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

Payment schedule is related to reports and their approvals, as follows:

- 20%. of the contract price shall be paid upon Conducting analysis need assessment to understand client need;

- 40% of the contract price shall be paid upon finalise the first draft report management for review.
- 40% of the contract price shall be paid upon Delivering a final report at the end of the project

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of indicators**

#### 8.1. Definition of indicators

- Remuneration Benchmark Report Analysis presented to management

### **8.2. Special requirements**

None

## **9. BUDGET**

The assignment is budgeted for within the SADC Secretariat's Directorate of Human Resources and Administration. The cost shall include: travel, accommodation, per diem and all reimbursable expenses, workshop, This Service contract budget is for a maximum value of US\$20,000.00

**ANNEX 2: Expression of Interest Forms**

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

REFERENCE NUMBER: **SADC/3/5/2/106**

**CONSULTANCY FOR TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS**

*Insert Date*

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS**” in accordance with your Request for Expression of Interests number **SADC/3/5/106**, dated 14th February 2020 for the sum of *(Insert Amount)*. 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* 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.

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 9 and 17 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 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>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.*



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**C. FINANCIAL PROPOSAL**

**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A A  
REMUNERATION BENCHMARK REPORT ANALYSIS**

**REFERENCE NUMBER: SADC/3/5/2/106**

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Unit<sup>2</sup></b>	<b>No. of Units</b>	<b>Unit Cost (in US\$)</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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<sup>1</sup> Delete items that are not applicable or add other items as the case may be.

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

## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

**REFERENCE NUMBER: SADC/3/5/2/106 - : TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS.**

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/3/5/2/106 – TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS**

**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  
**REFERENCE NUMBER: SADC/3/5/2/106 - : TECHNICAL ASSISTANCE TO**

## **SADC SECRETARIAT TO CONDUCT A REMUNERATION BENCHMARK REPORT ANALYSIS**

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, 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-licenses 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 license 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: 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 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 ***[insert ceiling amount]***, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in 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>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

### 1. REPORTS

#### 1.1. Reporting requirements

Payment is related to submissions, as follows:

- 20% of the contract price shall be paid upon Conducting analysis need assessment to understand client need;
- 40% of the contract price shall be paid upon finalise the first draft report management for review.
- 40% of the contract price shall be paid upon Delivering a final report at the end of the project

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.

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<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.