

**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANTS**

**FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION  
RECOGNITION MANUAL**

**REFERENCE NUMBER: SADC/SHD/01/2018**

**AUGUST 2018**

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

**“FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL ”**

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 \$ **10,000.00 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 “**REFERENCE NUMBER: SADC/SHD/01/2018 - “FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL”**” 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 **21<sup>st</sup> September 2018 at 16:00 hours**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to [shd01@sadc.int](mailto:shd01@sadc.int) by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

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

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

(i) **PRICES:**

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

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

Expressions of Interest determined to be 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 10 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Lomthandazo Mavimbela

Telephone: **3951863**

Fax: **3972848**

E-mail: [lmavimbela@sadc.int](mailto:lmavimbela@sadc.int) **Copy to** [ggwaza@sadc.int](mailto:ggwaza@sadc.int)

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website at the latest 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:** *Gift Mike Gwaza*

**Title:** *Head of Procurement Unit*

**Date:** 29th August 2018

## ANNEX 1: TERMS OF REFERENCE

### 1. BACKGROUND

SADC is a regional economic development community comprising 16 Member States in the Southern African and Indian Ocean region. Its overall goal is to promote and achieve equitable and sustainable development, through increased regional integration underpinned by an environment of peace, security and regional stability. The region's development policies and priorities are defined in the Regional Indicative Strategic Development Plan (RISDP), which provides policy and strategic direction towards the attainment of the overall SADC goal

The main goal of SADC's integration agenda in human resource development is to increase the availability of educated and highly skilled personnel to contribute to the industrialisation and socio-economic agenda of the Region. In this context, SADC countries adopted in 1997 a [Protocol on Education and Training](#) which seeks to promote a regionally integrated and harmonised educational system, especially with regard to issues pertaining to access, equity, relevance, and quality of education interventions. In 2015, SADC countries adopted the SADC Industrialization Strategy 2015-2026 to facilitate greater impact of regional integration to focus on industrialization economies of the Region through enhancing factor accumulation (labour, capital and technology) to substantially raise total productivity.

To meet the demands of availability of the educated and skilled personnel, SADC Member States in recent years have experienced an increase in the number of training institutions providing various types of qualifications. In addition, there is an increase of movement of people within the region in search of better jobs, livelihoods and education services. However, the lack of comparable standards and portability of qualifications within a country and across the region in order to ease mobility of student and skilled labour and educational services in the region is one of the challenges that the region continue to experience.

The SADCQF was established in 2011 and launched in 2017, to enable easier movement of learners and workers across the SADC region and internationally and to promote life-long learning. It serves as a regional mechanism for comparability and recognition of full qualifications, credit transfers, creation of regional standards, facilitation of quality assurance and promotion of lifelong learning opportunities. It is a reference framework consisting of 10 levels based on learning outcomes and consisting of a set of agreed principles, practices, procedures and standardized terminology.

The SADCQF has been designed to encompass all areas of education including general education, technical and vocational education and training (TVET), higher education, and out-of-school or non-formal education, including but not limited to various modes of learning such as face-to-face, distance and online learning. Its Implementation model consists of six main components that are implemented simultaneously namely (i) development and alignment of NQFs to the SADCQF; (ii) Quality Assurance; (iii) Verification of Qualifications; (iv) Advocacy and Communication (v) Articulation, Recognition of Prior Learning (RPL) and Credit Accumulation and Transfer System (CATS) and (vi) Governance. In 2017, the SADC Qualification Verification Network SADC QVN was launched as a key mechanism to facilitate quick and accurate information on verification of qualifications across the region.

The Technical Committee on Accreditation and Certification (TCCA) in 2016 and 2017 as the governing body of the SADCQF allocated responsibility to specific Member States to champion and coordinated each component. Work plans for each of the components were developed in 2017. ESwatini, formerly known as Swaziland, coordinates verification component. There are three projects under verification of qualifications, one of which is the development of the SADC Qualifications Recognition Manual to standardize verification of qualifications across the region. A Draft Recognition Manual was developed by a Draft Task Team of the SADCQVN in April 2018 comprising of Botswana, Namibia, South Africa, Swaziland and Zambia but not completed. There is need to further develop and finalize by September 2018 as per the Verification Work plan. It is in this light that a consultancy is commissioned to further develop and finalize the Recognition Manual.

## **2. PURPOSE OF ASSIGNMENT**

The overall objective of this consultancy is to review, further develop and refine and finalize the SADC Recognition Manual.

## **3. SCOPE OF WORK**

This is will be mainly a desktop assignment involving electronic communication in collection information involving e-mails, internet searches, skype where necessary.

The consultant will be expected to work with a team of experts that formed the Recognition Manual Drafting Team.

It will entail the following:

- i) Review and assessment of Draft SADC Qualifications Recognition Manual to determine the extent of its inadequacies taking into account international, continental and regional practice on recognition of qualifications.
- ii) Undertake a gaps analysis and propose recommendations to address the gaps.
- iii) Refinement and further development of the Manual to address the inadequacies and further development of the content for the identified gaps.
- iv) layout and editing the Recognition Manual includes technical and grammatical editing as well as formatting the layout of the manual.

## **3. DESCRIPTION OF SPECIFIC TASKS**

The consultant will be guided by the various SADC and international protocols, conventions, strategies and master plans, decisions and resolutions on recognition of qualifications.

**3.1 Gap Analysis and Recommendations.** The Consultant is expected to:

- 3.1.1. Study the existing Draft Recognition Manual to identify gaps.
- 3.1.2. Gather information with the view to find possible ways of closing the gaps.
- 3.1.3. Make recommendations on how the gaps can be closed.
- 3.1.4. Write an inception report (detailing at least the conceptualization of the project, work plan, desk review of relevant documents, initial brief systematic consultations)

3.1.5. Circulate the inception report to the Drafting Team and the SADC Secretariat for comments.

### 3.1.2 Refinement and further development

3.1.2.1 Review recommendations from the gap assessment and develop the first draft of the recognition manual.

3.1.2.2 Present the first Draft Revised Recognition Manual to the Drafting Team for review and input in a meeting organized by the Project Coordinator.

3.1.2.3 Update the first draft based on the input and share with the Recognition Manual Drafting Team for endorsement.

### 3.1.3 Editing and Layout of the Recognition Manual

3.1.3.1 Edit the Manual to align with the technical language of the discourse.

3.1.3.2 Edit for grammatical and typographical errors.

3.1.3.3 In terms of the layout, the manual should not only look good but should also be able to aid the effective comprehension and retention of information. The manual has to be well presented to help provide clarity and the reinforcement of key concepts. The Consultant therefore, has to consider the following but not limited to, in order to produce a clear, concise and good-looking Manual.

- *Purpose of document*
- *Visual style and features of document*
- *Document level considerations*
- *Page level elements*

## 4. REQUIRED OUTPUTS AND DELIVERABLES

The outputs will be:

- a. An inception report (that details at the literature review of practices of qualification recognition gap analysis, Time schedule, and recommendations)
- b. The first draft Recognition manual developed with identified gaps closed.
- c. The second draft developed with input from the draft Team input incorporated.
- d. Final Recognition manual (with editing and layout).

## 5. DURATION OF THE ASSIGNMENT AND TIMELINES

The assignment is a twenty-five-day assignment expected to be conducted within 2 months (8 weeks) between the beginning of August and end of September 2018. The Indicative timeframes is as follows

<b>Main Activities</b>	<b>Days</b>	<b>Output</b>
Gap Analysis and Recommendations	5	Inception Report
Refinement and further development	10	First Revised Draft Recognition Manual
Presentation of first Revised Draft Recognition Manual to the Draft Manual Task Team and incorporating comments and inputs from Drafting Manual Task Team	5	Second Revised Draft Recognition Manual Record of the Draft
Editing and Layout of the Revised Draft Recognition Manual	2	Edited and Layout Revised Draft Edited Manual
Presentation of the 2 <sup>nd</sup> Draft Revised Recognition Manual to the Technical Committee on Accreditation and Certification	1	Edited and Layout Revised Draft Edited Manual
Incorporating TCCA Comments and submission of the Final Recognition Manual to the SADC Secretariat	2	Final SADC Recognition Manual

## 6. REPORTING

The consultant shall report to, and perform the assigned tasks under the guidance and direct supervision of the Project Coordinator (Swaziland) and SADC Secretariat.

## 7. EXPERTISE REQUIRED

Minimum Requirements:

**Education:** At least a Master's Degree in Education or related field.

**Experience:**

- a. A minimum of five years of working in the qualifications recognition field.

- b. Demonstrated knowledge and experience in undertaking research, especially in the education and training area.
- c. Relevant regional and international experience in qualifications recognition will be an added advantage.
- d. experience in undertaking and completion similar assignments on time;

**Languages:** The consultant must be fluent in English and must possess excellent writing and oral communication skills. Knowledge in the other SADC languages – French and Portuguese will be an added advantage.

**Other Knowledge and Skills:** Knowledge of qualifications recognition practices, Computer skills for compilation, analysis and dissemination of data are required. He/she must have sound knowledge of education and training in the SADC region and beyond and is SADC national. In addition, he/she is available to undertake the work within these timeframes and budget.

## **8. BUDGET**

**Estimated the Cost of the Assignment is US\$10,000.** Two travels are envisaged, one a meeting to a meeting of the Drafting Manual Task Team and the other to the Technical Committee on Accreditation and Certification.

The payment will be as follows

- I. 20 (Twenty per cent upon acceptance of the Inception Report;
- II. 30 (Thirty) per cent upon submission, presentation of the first Draft recognition Manual to the Drafting Recognition Manual Task Team and acceptance of the first Revised draft Recognition Manual;
- III. **25%** (Thirty per cent upon submission, presentation to the TCCA and acceptance of the Second Revised Draft Recognition Manual
- IV. 25% (Twenty percent upon finalization and submission of the Recognition manual and its acceptance by SADC.

**9. EVALUATION CRITERIA**

All applications received will be assessed using the following criteria:

Category	Points
<b>Qualification in Education</b>	20
<b>Specific Skills</b>	70
<b>General Skills</b>	10
Total	100

## ANNEX 2: Expression of Interest Forms

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

**REFERENCE NUMBER: SADC/SHD/01/2018**

**REQUEST FOR SERVICES TITLE: “FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **“FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL** in accordance with your Request for Expression of Interests number **SADC/SHD/01/2018** -, dated [insert date] 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;*
- d) *they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) *they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are being currently subject to an administrative penalty.*

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the SADC Secretariat’s request, I will provide certified copies of documents to prove so.

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

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

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

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

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

Yours sincerely,

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

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

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

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

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

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

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

- 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>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b>	<i>[indicate the exact name and title and if it was a</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

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

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

***[insert the details]***

**19. Statement:**

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

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

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

\_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENTS:**    **1) Proof of qualifications indicated at point 9**  
**2) Proof of working experience indicated at point 15**

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

**C. FINANCIAL PROPOSAL**

**REQUEST FOR SERVICES TITLE: "FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL"**

**REFERENCE NUMBER: SADC/SHD/01/2018**

<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>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<b>Total</b>			
1	Per diem allowances	Day	N/A		
2	Flights <sup>3</sup>	Trip	N/A		
3	Miscellaneous travel expenses <sup>4</sup>	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum	N/A		
	ii) Health insurance	Lump sum	N/A		
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum	N/A		
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month	N/A		
7	Others <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

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

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

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

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

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

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

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

**REFERENCE NUMBER: SADC/SHD/01/2018 - REQUEST FOR SERVICES  
TITLE: “FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION  
RECOGNITION MANUAL**

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/SHD/01/2018 - REQUEST FOR SERVICES TITLE: “FINALISING THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL** 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 **SADC/SHD/01/2018 - REQUEST FOR SERVICES TITLE: “FINALISING**

## **THE DEVELOPMENT OF THE SADC QUALIFICATION RECOGNITION MANUAL**

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-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

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

- 12.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
- 12.2 If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

## **13. Suspension or Termination**

- 13.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the

Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

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

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

**14. No Waiver**

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

**15. Variations**

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

**16. Jurisdiction**

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

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

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

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

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

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

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

*[insert the Terms of Reference]*

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

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars ***[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>Fees</b>		Day			
<b>Reimbursable expenses, out of which</b>		<b>Total</b>			
1	Per diem allowances	Day			
2	Flights <sup>3</sup>	Trip			
3	Miscellaneous travel expenses <sup>4</sup>	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month			
7	Others <sup>4</sup>	TBD			
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

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

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

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

3. The payment 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.