

## REQUEST FOR PROPOSALS



### SELECTION OF INDIVIDUAL CONSULTANTS

### RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS

**REFERENCE NUMBER: SADC/3/5/2/41**

**15<sup>th</sup> MAY 2019**

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

## **“RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS”**

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

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

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

### **3. The maximum budget for this contract is US \$ **US\$8,400.00 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/3/5/2/41 - “RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS” 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: **Wednesday, 12<sup>th</sup> June 2019 at 16:00hrs local time.**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to [foundersmechanism@sadc.int](mailto:foundersmechanism@sadc.int) by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

Category	Maximum Score
Qualification and skills in Education	20
General Professional Experience and Skills	25
Specific Professional experience and Skills	50
SADC Member state Citizen	5
<b>Total</b>	<b>100</b>

9. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:
  - (i) **PRICES:**  
The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.
  - (ii) **EVALUATION AND AWARD OF THE CONTRACT:**  
Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer (professional fees) within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical score of 70% will be rejected.

(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**

Your Expression of Interest should be valid for a period of 90 days from the date of deadline for submission indicated in Paragraph 6 above.

10. The assignment is expected to commence within two (2) weeks from the signature of the contract.
11. Additional requests for information and clarifications can be made until 7 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Mr Kitenge Tunda

Telephone: **+2673951863**

Fax: **+2673972848**

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

**All responses to requests for clarifications made will be posted** on the SADC Secretariat's website at the latest 3 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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**Title:** *Head of Procurement Unit*

**ANNEX 1: TERMS OF REFERENCE**

**TERMS OF REFERENCE**



**TERMS OF REFERENCE**

**FOR THE RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT  
OF MECHANISM IN HONOUR OF SADC FOUNDERS**

**SADC Secretariat  
Private Bag 0095  
GABORONE  
Botswana**

**May 2019**

## **1. Introduction**

SADC is a regional inter-governmental organization comprising 16 Southern African countries, headquartered in Gaborone, Botswana. It was founded on 1 April 1980, initially as the Southern African Development Coordinating Conference (SADCC), aimed at advancing the cause of national political liberation in Southern Africa, and to reduce dependence particularly on the then apartheid era South Africa, through effective coordination and utilization of the specific characteristics and strengths of each country and its resources. SADCC' objectives went further to promote joint effort towards economic development and genuine and equitable regional integration through mobilization of Member States' resources and implementation of national, interstate and regional policies.

SADCC was transformed into a full-fledged development community (SADC) at a Summit of Heads of State and Government in Windhoek, Namibia, on 17 August 1992, following the signing of a Declaration and Treaty. The Community's sixteen member countries are Angola, Botswana, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Union of Comoros, Zambia and Zimbabwe. SADC's mission is to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, deeper cooperation and integration, good governance, and durable peace and security; so that the region emerges as a competitive and effective player in international relations and the world economy. The SADC Programme of Action is outlined in the Organization's long-term strategic plan; i.e., the Regional Indicative Strategic Development Plan (RISDP) and the Strategic Indicative Plan for the Organ on Politics, Defense and Security Cooperation (SIPO).

## **2. Background to Mechanism in Honour of the Founders of SADC**

At its meeting held in Gaborone, Botswana in August 2015, the SADC Summit of Heads of State and Government, directed the Secretariat to prepare a draft concept note for a Mechanism to Honour the Founders of SADC. In line with the above, at its meeting held in Lozitha, Swaziland, on 26 – 27 August, 2016, the SADC Council of Ministers (Council) considered the concept note with the proposed mechanism to recognize and honour the Founders of SADC for their contribution to the SADC regional integration agenda. The aim of the proposal was to increase the level of SADC citizens' awareness of the historical genesis and process of regional integration, as well as to recognize the leadership behind the initiative.

In view of the above, Council directed the Secretariat to:

- (i) finalise the development of the Mechanism in consultation with the respective Member States and the SADC Founders; and
- (ii) undertake research to obtain detailed information on each SADC Founder in consultation with their respective Member States, and submit the proposal for consideration by the Inter-State, Politics and Diplomacy Committee before tabling it to the next Council in August 2017.

The Ministerial Committee of the Organ meeting of June 2018 directed the Secretariat to finalise and expedite the operationalization of the Mechanism in Honour of the Founders of

SADC and present a progress report at the next meeting of the Council of Ministers in August 2018. The MCO further urged Member States to assist the expert to finalise the work when he conducts field visits in their respective countries. The Council meeting of August 2018 directed the Secretariat to finalise the development of the Mechanism in Honour of the Founders of SADC and report progress to Council in August 2019 through the MCO.

### **3. Objectives of the Mechanism in Honour of the Founders of SADC**

#### **3.1 Overview and justification of the assignment**

The proposed mechanism is meant to recognize and honour the Founders of SADC for their contribution to the SADC regional integration agenda. It also represents an opportunity to increase the level of SADC citizens' awareness regarding the genesis and progress towards SADC's regional integration, and recognize the leadership behind the initiatives.

This assignment, therefore, seeks to respond to and operationalize the above-mentioned mandate. It encompasses the overall objective of the mechanism and the specific objectives and proposed activities aimed at implementing the mechanism.

#### **3.2 Guiding Principles for the assignment**

In developing the Mechanism, the consultant will ensure that the Mechanism is:

- i) Cost effective;
- ii) Wide reaching in terms of its audience and outreach in all Member States; and
- iii) Easy to implement.

### **4. Scope of the Assignment**

The Consultant will undertake the following:

- i) Conduct a desk review of the available literature on the various Founders of SADC;
- ii) Obtain detailed information on each SADC Founder in consultation with their respective Member States and families;
- iii) Review the Concept Note on the Mechanism in Honour of the Founders of SADC, already prepared by the Secretariat;
- iv) Analyze the ISPDC; MCO; Council and Summit Decisions on the SADC Founders, including supporting documents in order to establish a comprehensive history of, and justifications for this initiative;
- v) Consult all the background work already undertaken by the Secretariat as well as the Member States in this regard;
- vi) Propose cost effective options for the implementation of the Mechanism;
- vii) Engage individual Member States and secure their inputs in this exercise broadly as well as on individual SADC Founders; and
- viii) Develop the Mechanism in Honour of the Founders of SADC

## **5. Key Deliverables**

The Consultant will submit:

- (a) A proposed mechanism in Honour of the legacy of the Founders of SADC that can be adopted by the SADC Member States, collectively and individually, in order to raise knowledge of the SADC Founders;
- (b) Recommended cost effective approaches that the SADC region can adopt in the implementation of the Mechanism and in order to maintain the legacy of the SADC Founders;
- (c) The cost implications of implementing the Mechanism for both the Secretariat and Member States;
- (d) Incorporation of responses to the questionnaires submitted by SADC Member States into the mechanism; and
- (e) A detailed, practical roadmap for implementation of the Mechanism in Honour of the Founders of SADC.

## **6. Required experience and qualifications**

### **6.1 Required qualifications**

- i) A degree in Political Science/ History / Public Administration/ Governance or any related field. Higher degrees on the subjects will be an added advantage; and
- ii) At least 10 years of progressive experience on related issues.

### **6.2 Required experience**

- i) At least ten (10) years' relevant working experience in the related field; and
- ii) Experience in handling similar assignments especially for governmental, regional or international institutions;

### **6.3 Additional requirements**

- i) Excellent communication and presentation skills; and
- ii) Fluency in spoken and written English. Knowledge of French and/ or Portuguese will be an added advantage.

## **7. Duration and Timelines**

- 7.1 The assignment is expected to run for 20 working days, from 1st July 2019 to 22nd July 2019 as follows:

- i) Fifteen (15) days to develop the draft Mechanism
- ii) Five (5) days to incorporate comments and inputs from Member States and submission of the Final Mechanism.

7.2 The draft Mechanism is to be submitted to the SADC Secretariat by 10th July 2019.

## **8. Budget for the Assignment and Payment Terms**

The budget set for the consultancy is as follows:

- i) Consultancy Fee for 20 days @ USD420 per day = USD8,400
- ii) The payment schedule will be as follows:
  - 25% of the contract value upon signature of the contract;
  - 50% of the contract value upon submission of the Draft Founders Mechanism acceptable to the procuring entity
  - 25% of the contract value upon submission of the Final Mechanism in Honour of the Founders of SADC

## **9. Reporting Arrangements**

The Consultant will work in liaison with the Senior Officer- Politics and Diplomacy under the overall supervision and guidance of the Director of the Organ on Politics, defense and Security Affairs, who will facilitate the consultant's contact with key stakeholders and access to relevant documents and information. The Consultant will submit the final product as outlined below:

The Final Mechanism in Honour of the Founders of SADC must be written in English and submitted in electronic version and printed copies as follows:

- i. One (1) electronic copy and 1 hardcopy to the Executive Secretary.
- ii. One (1) electronic copy and 1 hardcopy to the Director of the Organ on Politics, Defense and Security Cooperation.



## ANNEX 2: Expression of Interest Forms

The budget set for the consultancy is as follows:.....	9	
i) Consultancy Fee for 20 days @ USD420 per day .....	= USD8,400	9
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**A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT**

**REFERENCE NUMBER: NUMBER: SADC/3/5/2/42**

**“ RECRUIT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS”**

*Gaborone, 22<sup>nd</sup> May 2019*

To: SADC Secretariat

Dear Sirs:

**I, the undersigned, offer to provide the consulting services for the “RECRUIT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS”**

accordance with your Request for Expression of Interests number SADC/3/5/41 , dated [22<sup>nd</sup> May 2019] 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 haves 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 organization or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) they are being currently subject to an administrative penalty.*

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

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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** *[Insert Postal Address]*
7. **Phone:** *[insert the phone and mobile no.]*
8. **E-mail:** *[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>

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>

18.

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

*[insert the details]*

**19. Statement:**

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

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above<sup>2</sup>, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 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>2</sup> *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

**C. FINANCIAL PROPOSAL**  
**REQUEST FOR SERVICES TITLE: "RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS"**

”

**REFERENCE NUMBER: SADC/3/5/2/41**

N°	Description	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of</b>		<b>Total</b>			
1	Per diem allowances	Day	N/A		
2	Flights	Trip	N/A		
3	Miscellaneous travel ex-	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including	Lump sum	N/A		
	ii) Heath insurance	Lump sum	N/A		
	iii) Third party liability insur-	Lump sum			
	iv) Professional liability in-	Lump sum	N/A		
5	Drafting, reproduction of re-	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: \_\_\_\_\_

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

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

**REFERENCE NUMBER: SADC/3/5/2/41 - RECRUITMENT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS”**

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

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

**and, on the other hand,**

***[Insert the full name of the individual]*** (Hereinafter called the “Individual Consultant”), with residence in ***[insert the Individual Consultant’ address, phone, fax, email]***, citizen of ***[insert the Individual Consultant’s citizenship]*** owner of the ID/Passport Number ***[insert the number]*** issued on ***[insert the date]*** by ***[insert the name of the issuance authority]***,

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

#### **1. Définitions**

For the purpose of this contract the following definitions shall be used:

- 1.1. Procuring Entity** means the legally entity, namely ***the SADC Secretariat*** who purchase the Services described in Annex 1 to this contract.
- 1.2. Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

**Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated ***[insert the date]*** for the project - **REQUEST FOR SERVICES TITLE: “RECRUIT OF A SHORT-TERM INDIVIDUAL CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS”**  
”

**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 - **ENGAGEMENT CONSULTANT FOR THE DEVELOPMENT OF MECHANISM IN HONOUR OF SADC FOUNDERS**’

**1.3. Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

## **2. The Services**

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall, in the performance of the Services, exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

## **3. Payment**

**3.1.** The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.

**3.2.** Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

**3.3.** Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

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

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

**4.2.** The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.

**4.3.** The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant’s fees.

**4.4.** The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the

country(ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

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

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (s)he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

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

The Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

## **7. Assignment and Subcontracting**

- 7.1.** The Individual Consultant shall under no circumstances sub-contract, sub-let, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.
- 7.2.** When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

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

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

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

- 9.1.** The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 9.2.** In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
  - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
  - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3.** At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4.** The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.
- 10. Insurance**
- 10.1.** The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 10.2.** The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3.** Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

- 10.4.** All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 10.5.** The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

## **11. Copyright**

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

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

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

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

**13. Suspension or Termination**

- 13.1. In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
- 13.2. The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
- 13.3. In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

**14. No Waiver**

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

**15. Variations**

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

**16. Jurisdiction**

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

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

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

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

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

For the Procuring Entity		For the Individual Consultant	
Name :		Name :	
Position :			

<b>Place :</b>		<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	
<b>Signature:</b>		<b>Signature:</b>	

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

*[insert the Terms of Reference]*

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

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars **[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	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>Fees</b>		Day			
<b>Reimbursable expenses, out of which:</b>		<b>Total</b>			
1	Per diem allowances	Day			
2	Flights	Trip			
3	Miscellaneous travel ex-	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insur-	Lump sum			
	iv) Professional liability in-	Lump sum			
5	Drafting, reproduction of re-	Lump sum			
6	Office rent	Per month			
7	Others <sup>4</sup>	TBD			
<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

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.