



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

**THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT
OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC
OFFICIALS**

REFERENCE NUMBER: SADC/3/5/2/206

19th November 2021

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

THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS

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. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/206 - THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS** to the email address below: diplomatic21@sadc.int

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **09th December 2021 at 09:00hours local (Botswana) 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

Technical Evaluation

The minimum technical score required to pass is **70 points**. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100

Financial evaluation

The Evaluation Committee shall proceed with the financial comparisons of the fees between the different financial offers (fee based are established in the main Contract while for Global Price specific offers will be considered). Both the provisions for reimbursable and expenditure verification shall be excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees /total fees of the tender being considered) x 100.

The best value for money is established by weighing technical quality against price on an **80/20** basis. This is done by multiplying:

- the scores awarded to the technical offers by **0.80**
- the scores awarded to the financial offers by **0.20**

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.

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: **26th November 2021**

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Purpose Chifani

Telephone: **+267 364 1787 / 395 1863**

Fax: **3972848**

E-mail: pchifani@sadc.int and tenders@sadc.int

Copy: hmaripe@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 **02nd December 2021**

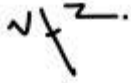
ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

ANNEX 3: **Standard Contract for Individual Consultants**

Sincerely,

A handwritten signature in black ink, appearing to read 'Purpose Chifani'. The signature is stylized with a checkmark-like shape on the left and a horizontal line on the right.

Purpose Chifani
Acting Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



TERMS OF REFERENCE

Global Pricing

**THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT:
DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND
PRIVILEGES FOR SADC OFFICIALS**

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1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Southern African Development Community (SADC)

1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3 Country background

The Southern African Development Community (SADC) is a Regional Economic Community comprising 16 Member States, namely; Republic of Angola, Republic of Botswana, Union of Comoros, Democratic Republic of Congo, Kingdom of Eswatini, Kingdom of Lesotho, Republic of Madagascar, Republic of Malawi, Republic of Mauritius, Republic of Mozambique, Republic of Zambia and Republic of Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security.

In terms of Article 22 of the SADC Treaty, in 1992 SADC adopted the Protocol to the Treaty Establishing SADC on Immunities and Privileges (hereinafter referred to as “the Protocol”). The Protocol provides for various immunities and privileges to be enjoyed by SADC and its institutions, SADC officials and other personnel identified therein. In terms of the Protocol, immunities, privileges and facilities provided for under it have to be accorded by respective Member States in terms of their own domestic laws.

1.4 Current situation in the sector:

The SADC Secretariat (hereinafter referred to as “the Contracting Authority”), as the executive institution of SADC, facilitates the application by SADC officials and other entitled personnel, and grant, by the Member States, of documents and facilities that enable the recognition and enjoyment of the immunities and privileges. The Contracting Authority is headquartered in Gaborone, Botswana and, currently, it has satellite offices in Zambia and Zimbabwe. The Contracting Authority also facilitates the enjoyment of immunities, privileges and facilities by personnel of other SADC institutions including the SADC Administrative Tribunal which is based in Gaborone, Botswana and the SADC Parliament Forum which is based in Namibia, as per the domestic laws of the Host States.

The Contracting Authority currently facilitates for the consular services without written guidelines creating the likelihood of varied implementation of the provisions of the Protocol and other legal instruments governing the application for, processing, and grant of documents and facilities entitling the SADC officials and other personnel access to the immunities and privileges. Therefore, the Contracting Authority is intending to hire a consultant to develop Draft Guidelines for Diplomatic Immunities and Privileges for SADC Officials.

1.5 Related Programme

There is no link between the proposed Contract and the work and programmes carried out by other providers of external assistance in the same sector.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the consultancy assignment is to develop Draft Guidelines for Diplomatic Immunities and Privileges for SADC Officials to guide the SADC Secretariat in the implementation of the Protocol.

2.2 Purpose (Specific Objective)

The purpose of the consultancy assignment is to analyse the Protocol, domestic laws of host Member States (s), host agreements between the Host Member States and SADC (hereinafter referred to as “host agreement (s)”) and Contracting Authority’s internal policies and procedures to inform the Draft Guidelines.

2.3 Results to be achieved by the Consultant

The Consultant will come up with a draft Guidelines for Diplomatic Immunities and Privileges for SADC Officials and Consultancy Report of the Assignment informed by the Protocol, domestic laws of host Member States (s), host agreement (s) and Contracting Authority’s internal policies and procedures

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the Assignment

The Consultant shall adhere to the provisions of the consultancy Contract, terms of reference, contract implementation schedule and submit the deliverables in a timely manner.

3.2 Risks

- Consultant producing Draft Guidelines that cannot be feasibly implemented.
- The Contracting Authority failing to provide information or delaying in providing relevant information to the Consultant.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The Consultant will be required to develop Draft Guidelines for Diplomatic Immunities and Privileges for SADC Officials. The Draft Guidelines will be presented to the SADC Secretariat Management for approval so as to govern the facilitation of access by SADC officials and other entitled persons to the immunities, privileges and facilities offered under the SADC Protocol to the Treaty establishing SADC on immunities and Privileges.

Currently, the immunities, privileges and facilities offered to SADC officials and others are contained in the Protocol as well as host state agreements entered into between the SADC Secretariat and other SADC institutions and member states hosting SADC offices. However, there are no Guidelines in place to govern the access to the immunities, privileges and facilities as provided for under the Protocol and host state agreements. This is despite there being a number of requirements, processes, functions and responsibilities that have to be defined to ensure that the immunities, privileges and facilities are smoothly availed to the entitled SADC officials and others entitled in terms of the Protocol.

Further, considering the operations of the SADC Secretariat and other SADC institutions (SADC Administrative Tribunal and SADC Parliamentary Forum) and the number and categories of personnel engaged by the SADC Secretariat and the other SADC institutions in the fulfilment of their respective mandates, there is a need to define categories of personnel who are entitled to immunities, privileges and facilities in terms of the Protocol and respective host agreements and what they are entitled to.

Although there are a number of directives issued by the host states regarding the access to immunities privileges and facilities, the same are not sufficient to guard the SADC Secretariat in administering the process of issuance of diplomatic identification cards, laissez-passer passports, diplomatic vehicle identification, exemption certificates, work permits etc. Therefore, the project will involve the specific work as presented in Section 4.2 below.

4.1.2 Geographical area to be covered

Botswana, Zambia, Zimbabwe and Namibia where SADC Secretariat and other SADC institutions have their offices.

4.1.3 Target groups

The consultancy will target the SADC Secretariat and member states that are hosting SADC Secretariat and other SADC institutions.

4.2 Specific work

- To analyse the Protocol, domestic laws of host Member States (s), host agreements and make provisions in the Draft Guidelines for:

- (a) specific immunities, privileges and facilities accorded to SADC Officials considering provisions of the Protocol, host state agreements, domestic laws of host Member States and Contracting Authority's internal policies;
- (b) categories and eligibility criteria for determining SADC Officials and members of their families entitled to the immunities, privileges and facilities;
- (c) the status of:
 - (i) officials seconded to SADC;
 - (ii) experts performing missions for SADC;
 - (iii) officials of International Cooperating Partners;
 - (iv) Consultants (economic operators);
 - (v) officials of subsidiarity organisations;
 - (vi) personal employees of the SADC officials;
- (d) roles of the SADC executive management, directorates, units, SADC officials and other personnel in the processing of diplomatic documents and facilities;
- (e) procedures for application, processing, renewal and disposal of diplomatic documents and facilities including exemption certificates, resident permits, work permits, diplomatic identification cards, laissez-passer, diplomatic vehicle registration and certificates for goods importation, tax exemptions, Value Added Tax (VAT) refund etc. guided also by Contracting Authority's internal policies, rules and procedures;
- (f) consequences of abuse and waiver of immunities and privileges; and
- (g) other key aspects as may be suggested by the Contracting Authority or the Consultant during the consultancy.

4.3 Project management

4.3.1 The responsible Body

The Consultant will be managed by the Director of Human Resources at the SADC Secretariat and there will be continuous engagement with the Consultant for the duration of the assignment.

4.3.2 Management Structure

The Consultant shall report to and perform the assigned tasks under the direct supervision of the Director of Human Resources and Administration. The Director of Human Resources and Administration will, among other things, facilitate Consultant's access to relevant documents and information pertaining to the assignment.

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

The Contracting Authority will facilitate the Consultant's contact with key ministries/departments in the Host Member States for consultations. The assignment will be undertaken virtually and the SADC Secretariat will not facilitate residence and work permit, as well as residence permits for the immediate family members.

5. LOGISTICS AND TIMING

5.1 LOCATION

This assignment is 'home-based' for the Consultant.

5.2 Start date & period of implementation

The intended start date is **17th January 2022** and the period of implementation of the contract will be 20 calendar days from the start date

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 Expert

Qualifications & Skills

The Consultant or its personnel must possess a Master's Degree in law with specialisation in public international law or related field or equivalent qualification obtained at least 5 years before the date this tender was advertised.

A qualification in international relations and/or legal drafting will be an added advantage.

Knowledge and Skills

The Consultant or its personnel should have the following skills:

- excellent organizational, time-management and planning skills;
- ability to research, analyze and synthesize information;

- ability to meet deadlines and work well under pressure;
- fluency in written and spoken English. Knowledge of another SADC Official language (French and/or Portuguese) is an added advantage; and
- excellent oral and report writing and presentation skills.

General experience

The Consultant or its personnel should have:

- at least seven (7) years' relevant experience in drafting of legal documents. Experience in drafting international or regional legal documents will be an added advantage;
- documented familiarity with the legal and institutional arrangements of SADC;
- experience in facilitation of validation meetings.

Specific professional experience

Proven experience in diplomatic and consular matters will be an added advantage.

Other conditions

The Consultant and/or its personnel must be independent and free from conflicts of interest in the responsibilities they take on under this assignment.

6.1.2_Support staff & backstopping

The Consultant will provide support facilities to its personnel (back-stopping), if any, during the implementation of the Contract.

Backstopping and support staff costs, if any, must be included in the price.

6.2 Office accommodation

Not applicable

6.3 Facilities to be provided by the contractor

The Contractor shall ensure that all Experts are adequately supported and equipped (in particular with a PC or laptop and appropriate software, e-mails and telephones). In particular, it shall ensure that there is sufficient administrative provision to enable Experts to concentrate on their primary responsibilities. The use of reliable, internet based communication (Zoom, Teams, or equivalent etc.) is required.

6.4 Equipment

No equipment is to be purchased on behalf of the contracting authority / procuring entity as part of this service contract or transferred to the contracting authority / procuring entity at the

end of this contract. Any equipment related to this contract that is to be acquired by the procuring entity must be purchased by means of a separate supply tender procedure.

6.5 Incidental expenditure

Due to the COVID-19 Pandemic, it is expected this project to be conducted virtually hence, the Incidental expenses will not be necessary.

6.6 Expenditure verification

Not applicable

7. REPORTS

7.1 Reporting Requirements

The Consultant will submit the following in English in one original copy:

Name of Report	Content	Time of Submission
Inception Report	<p>Outlines the work plan, approach, methodology (conceptual framework), assessment of the Protocol and Domestic Laws of Member States collected and initial findings for conducting the assignment. The Inception Meeting shall be virtual organised by the Contracting Authority, in consultation with the Consultant. The Inception Report shall be finalised, incorporating the comments emanating from the Inception Meeting.</p>	<p>No later than 5 calendar days from the commencement date of the consultancy services.</p>

First Draft Guidelines and First Draft Consultancy Report	First Draft Guidelines for Diplomatic Immunities and Privileges for SADC Officials. The First Draft Guidelines shall be presented to and discussed virtually by the SADC Secretariat Management meeting with the facilitation of the Consultant.	No later than 10 calendar days following the acceptance of the Inception Report.
Final Draft Guidelines and Final Consultancy Report	The Final Draft Guidelines for Diplomatic Immunities and Privileges for SADC Officials would take on board all comments, corrections, clarifications and input received from the Contracting Authority.	No later than 5 calendar days following the receipt of all comments, corrections, clarifications and input from the Contracting Authority.

All Drafts Guidelines and Reports are to be submitted in Microsoft Office Word format.

7.2 Submission and Approval of Report

The Consultant will submit Draft Guidelines, the Draft Inception Report and Draft Consultancy Report directly to the Contracting Authority, through the Directorate of Human Resources and Administration.

The Consultancy Report shall indicate the process undertaken, meetings and interviews held, SADC legal documents and domestic laws analysed in the process, and impediments encountered, if any.

The deliverables will be approved by the Contracting Authority.

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

- i. 20% upon the submission and acceptance of the Draft Inception Report.
- ii. 40% upon the submission and acceptance of the Draft Guidelines and Draft Consultancy Report.
- iii. 40% upon submission and acceptance of Final Draft Guidelines and Final Consultancy Report of the Assignment.

8. MONITORING AND EVALUATION

8.1 Definition of Indicators

The following are the key indicators for the successful completion of this assignment:

- i. Inception Meeting between the Contracting Authority and the Consultant;
- ii. Submission and acceptance of the Final Inception Report by the Directorate of the Human Resources and Administration;
- iii. Submission and validation of the Draft Guidelines and Draft Consultancy Report by SADC Secretariat Management; and
- iv. Submission and acceptance of Final Draft Guidelines and Final Consultancy Report of the Assignment.

8.2 Special Requirements

The maximum budget for this Service Contract is **US\$10,000.00**

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

REFERENCE NUMBER: **SADC/3/5/2/206**

THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/206**, dated 19th November 2021 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: _____

B. CURRICULUM VITAE
[insert full name]

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

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

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 above¹, 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

¹ *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

**THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE
ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC
IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS**

REFERENCE NUMBER: SADC/3/5/2/206

N°	Description ¹	Unit ²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost.

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/206: THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS

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/3/5/2/206: THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS** 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/3/5/2/206: THE ENGAGEMENT OF A CONSULTANT TO UNDERTAKE THE ASSIGNMENT: DEVELOPMENT OF DRAFT GUIDELINES FOR DIPLOMATIC IMMUNITIES AND PRIVILEGES FOR SADC OFFICIALS 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	
Name :		Name :	
Position :			
Place :		Place :	
Date:		Date :	
Signature:		Signature:	

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°	Description¹	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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

Global price: payments will be made according to the payments schedule below:

100% of the contract price shall be paid upon submission of final Report

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.

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