



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE

REFERENCE NUMBER: SADC/3/5/2/149

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

**“CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND
TRANSITION JUSTICE”**

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\$20,000.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Proposal should be submitted by email clearly marked “**CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE**” to the email address below:
pcrd@sadc.int
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **21st December 2021 at 15:00hours local (Botswana) time**
7. Your CV will be evaluated against the following criteria.

Category	Maximum Score
Qualifications and skills	30
Specific Professional Experience	50
General Skills	20
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 reimbursables 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 written requests for information and clarifications can be made until 10 calendar days (**Thursday ,9th December 2021 15:30hrs**) prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**
Contact person: Mr. Purpose Chifani
Telephone: **+267 364 1989 / 3951863** Fax: **3972848**
E-mail: tenders@sadc.int and tlengoasa@sadc.int
Copy to pchifani@sadc.int and ktunda@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 (**Tuesday, 14th December 2021, at 16:00hrs**) before the deadline for submission of the proposals.

ANNEXES:

ANNEX 1: Terms of Reference ANNEX 2: Expression of Interest Forms
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Sincerely,

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Purpose Chifani-Acting Head of Procurement Unit

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BACKGROUND INFORMATION Partner country and Procuring Entity

Southern African Development Community (SADC) region

Contracting authority

SADC Secretariat

Regional background

SADC is a regional inter-governmental organisation comprising 16 Southern African countries, headquartered in Gaborone, Botswana. SADC's mission is to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, deeper co-operation and integration, good governance, and durable peace and security; 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 Organisation's long-term strategic plan; i.e., the Regional Indicative Strategic Development Plan (RISDP) and the Strategic Indicative Plan for the Organ on Politics, Defence & Security Cooperation.

The political and security situation in the SADC Region has remained peaceful and stable, notwithstanding isolated challenges in some Member States (Republic of Mozambique, Democratic Republic of Congo, ...). The security landscape has also been generally stable although there are 'externally and internally induced threats' to the security of Member States, which are in the following five clusters: (i) terrorism and cybersecurity; (ii) transnational organized crime; (iii) climate change and disasters (including pandemics and epidemics); (iv) governance and democracy; and (v) cross-cutting issues (radicalization and extremism; political and economic exploitation and forms of violence encapsulating gender-based violence).

In order to ensure stability and sustainable peace and security in the region, SADC has established institutions, and adopted clear guiding legal instruments and mechanisms. At the core of the institutional set-up is the Organ on Politics, Defence and Security Cooperation (the Organ). Together with the SADC Treaty, the work of the Organ is mainly guided by the SADC Protocol on Politics, Defence and Security Co-operation (the Protocol), that provides for 12 specific objectives, among others:

- i. Protecting the people and safeguarding the development of the Region against instability arising from the breakdown of law and order, intra-state conflict, inter-state conflict and aggression;
- ii. Promoting regional co-ordination on matters related to security and defence and establish appropriate mechanisms to this end; and
- iii. Preventing, containing and resolving inter-and intra-state conflict by peaceful means.

Furthermore, a number of instruments have been established and adopted, including the Regional Early Warning Centre, Conflict Prevention and Mediation Mechanisms, the SADC Mutual Defence Pact, and Counter-Terrorism Strategy in order to execute the mandate of the Organ and intervene in the areas of peace and security in the region.

SADC has deployed to some Member States to prevent conflict, consolidate peace and democracy. In 2008, under the leadership of H.E. Thabo Mbeki, former President of the Republic of South Africa, SADC facilitated intensive dialogue mainly between the ruling

ZANU (PF) and MDC political parties which resulted in a Government of National Unity (GNU). Following the unconstitutional change of Government in Madagascar in 2009, H.E. Joaquim Chissano, the Former President of Mozambique was appointed as the SADC Mediator and Special Envoy to Madagascar through the SADC Conflict Prevention and Mediation Mechanism. In 2014 SADC also embarked on a number of initiatives to support the Kingdom of Lesotho such as the SADC Oversight Committee 2014–2017, the SADC Preventive Mission in Lesotho (SAPMIL) in 2017–2018, and the SADC Facilitation through the appointment of a SADC Facilitator in 2015. SADC has further supported the Democratic Republic of Congo (DRC) in her efforts to attain long-lasting peace and security, through the convening of the Inter-Congolese Dialogue, the deployment of the Force Interventions Brigade (FIB) in eastern DRC and the establishment of the SADC Liaison Office which coordinated SADC initiatives during the 2018 electoral period.

SADC initiatives and interventions have enhanced peace and security, promoted regional integration and development, and have contributed to political stability in the region. However, recent events show that SADC has to closely monitor and remain engaged in countries emerging of or still in conflict. It is in this respect that the SADC Executive Secretary urged the Organ Directorate to develop a Framework on Post-Conflict Reconstruction, Development (PCRD) and Transitional Justice based on the relevant provisions of the RISDP 2020–2030, Vision 2050 and the SADC Protocol on Politics, Defence and Security Co-operation.

The development of a Framework on PCRD and Transitional Justice remains an urgent action to eliminate the many root causes of conflict, assess the Member States post-conflict needs and priorities, and identify and implement programs and activities to avoid a relapse into conflicts.

Current Situation

In most SADC Member States, post-conflict development and transitional justice projects are already implemented by national Governments and non-state actors. However, there is no approved framework which serves as a guide for stakeholders to implement peacebuilding programmes and avoid a relapse into conflicts.

Related programmes and other donor activities There are no other related programmes OBJECTIVE,

PURPOSE & EXPECTED RESULTS Overall objective

The overall objective of the project is for the individual consultant to develop a Framework on PCRD and Transitional Justice.

Main Purpose

The purposes of this contract are as follows:

- i. Develop a Framework to promote and implement peace-building and PCRD activities to consolidate peace and prevent the resurgence of violence;

- ii. Identify and assess the major challenges and issues that affect countries emerging from or still in conflict; and
- iii. Develop a Five-Year Action Plan for the Framework on PCRD and Transitional Justice with detailed activities and clear indicators.

Results to be achieved by the consultant

□ **Result 1:** Assess SADC Member States' efforts on addressing the root causes of conflict, promoting durable development and consolidating peace in conflict-affected communities and post-conflict situations at national and regional levels.

Result 2: Identify specific challenges and lessons-learned by SADC Member States regarding PCRD and Transitional Justice and make recommendations on addressing the challenges.

Result 3: Submit a Framework including a Five-Year Action Plan (both soft and hard copy) to enhance SADC efforts in implementing post-conflict reconstruction, transitional justice and development in the region.

ASSUMPTIONS & RISKS Assumptions underlying the project

- PCRD initiatives and interventions are a well-researched thematic area and has become one of the priorities for SADC Member States; and
- SADC Member States, non-State Actors and other stakeholders will support and provide the consultant with the necessary inputs to complete the assignment.

Risks

- Few SADC Member States have designed and/or adopted a national peacebuilding strategy; and
- There is little synergy and coherence among the partners and stakeholders to prevent escalation of conflict or promotion of sustainable peace.

SCOPE OF THE WORK General

Initiate and conduct primary and secondary research on the PCRD and Transitional Justice. The Framework on PCRD should align to the African Union (AU) PCRD and have indicative elements such as: security; humanitarian and emergency assistance; political governance and transition; socio-economic reconstruction and development; human rights, justice and reconciliation and women and gender. The effects of COVID-19 pandemics should also be considered.

Project Description

- Conduct Provide effective and meaningful recommendations to SADC Secretariat regarding the capacities of Member States on PCRD and Transitional Justice; and
- Provide effective and meaningful recommendations to SADC Member States regarding the building reconciliation and consolidation of peace;
- Consult with SADC Member States and SADC Secretariat staff from relevant directorates and units to secure their inputs;
- Highlight the importance of establishing close cooperation and working relationships with national, regional and international partners and stakeholders to execute and monitor peace-strengthening projects; and
- Present the draft and/or final report at technical meetings for validation.

Geographical area to be covered

SADC is a regional inter-governmental organisation comprising 16 Southern African countries, headquartered in Gaborone, Botswana. The Community's sixteen-member countries are Angola, Botswana, Democratic Republic of Congo (DRC), Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Union of Comoros, Zambia and Zimbabwe. The focus will be on all the 16 Member States.

Target groups

The primary target groups for this assignment will be the SADC Secretariat, SADC Member States, Non–States Actors and regional stakeholders.

Specific work

- i. Submit a Draft Inception Report outlining the individual consultants' understanding of the assignment and the approach to be employed. The inception report will be discussed prior to the commencement of the assignment;
- ii. Travel to selected (or engage virtually with) Member States to collect inputs and data if funds are available;
- iii. Consult with SADC Secretariat, on a regular basis, to provide their inputs and produce a draft final report; and
- iv. Submit a draft and final report (both soft and hard copy) on the capacities of Member States to meet challenges of PCRD needs.

Project management Responsible body

The Politics and Diplomacy Sector within the Organ Directorate will be responsible for managing the consultancy.

Management structure

The individual consultants shall report to, and perform the assigned tasks under the guidance and direct supervision of the Acting Senior Officer of the SADC Politics and Diplomacy Sector.

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

The SADC Secretariat will not provide any facilities or equipment to be utilised by the Consultant.

LOGISTICS AND TIMING Location

The consultant will operate remotely through contacts at the SADC Secretariat in Gaborone, Botswana.

Start date & period of implementation of tasks

The intended start date is 5 January 2021 and the period of implementation of the contract will be 60 days to complete.

REQUIREMENTS Key expert

Experts have a crucial role in implementing the contract. The contracting authority is indicating an absolute minimum input in terms of related qualifications and experience for the assignment.

The assignment will require the services of an expert with an advanced degree in peace & security, Development studies, Social Sciences or any related field.

Required experience a) Qualification and Skills

- (i) A minimum of a higher degree in peace studies, Development studies, Social Sciences or any related field;
- (ii) Good analytical skills and practical exposure in applying conflict analysis; and
- (iii) Excellent communication and presentation skills: the individual consultants must speak fluently one of the SADC official languages.

b) Specific professional experience

- i. At least 7 years of professional experience in the specific areas (peace & security, political science, Development studies and international relations) or a minimum of 10 years of general professional experience;
- ii. Related research and publication experience in PCRD issues;
- iii. Experience in national and regional conflict prevention, development and peacebuilding initiatives; and
- iv. Proven experience in working on the Southern Africa subregion would be an asset.

c) General Professional Experience

- (i) Knowledge in programming and project management in areas related to conflict prevention, peacebuilding and/or development; and
- (ii) Knowledge of and exposure to the conflict environment is an added advantage.

Office accommodation

No office space will be provided since the assignment will be done remotely.

Facilities to be provided to the consultant

The SADC Secretariat will provide information and contact details of the competent focal persons within the Member States.

Equipment

None required.

Incidental expenditure

There is no incidental expenditure under this contract

Expenditure verification

No expenditure verification is required.

REPORTS Reporting requirements

- i. There must be a final report, a final invoice and the financial report at the end of the period of implementation of the tasks. The draft final report must be submitted at least 15 days before the end of the period of implementation of the tasks.
- ii. Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts and incidental expenditure (if any).
- iii. To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the consultant shall provide the following reports in English in one (1) original and/or one (1) copy:

Name of report	Content	Time of submission
Inception report	Analysis of existing situation, work plan for the project, initial findings and progress in collecting data (maximum of 12 pages).	No later than 15 days after the start of implementation. The consultant should proceed with their work unless the SADC sends comments on the inception report
Monthly progress report	Short description of progress (technical) including problems encountered; planned work for the next month.	No later than one week after the end of each month of the implementation period.
Draft final report	Short description of achievements including problems encountered and recommendations.	No later than 15 days before the end of the implementation period.
	The consultancy findings should be documented in a form of policy briefs that provides the following: Overview of the programme, baseline data and impact & results observed as a result of the interventions, stakeholders involved, and key lessons learned (maximum of 30 pages).	

Final report	<p>Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.</p> <p>The consultancy findings shall contain a sufficiently detailed description of the different options to support an informed decision on partnering with the national and regional organisations in the peace and security areas.</p>	Within one week of receiving comments on the draft final report from the project manager identified in the contract.
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7.2 Submission and approval of reports

The report referred to above must be submitted to the Acting Senior Officer of the SADC Politics and Diplomacy Sector. The Director of the SADC Organ Directorate is responsible for approving the reports.

BUDGET FOR THE ASSIGNMENT AND PAYMENT TERMS

The Consultant's travel costs to Member States, if any, will be funded by the SADC Secretariat. The application should include a detailed budget. The budget estimate for the duration of the assignment is \$ 20 000. The payment schedule will be as follows:

- 10% of the contract value upon submission of Final Inception Report, detailing the methodology or conceptual framework to be employed;
- 30% of the contract value upon submission of the draft assessment report; and □
60% of the contract value upon submission of final assessment report.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The Consultant will be required to ensure that reporting is done against measurable indicators. These indicators should reflect the Consultant's commitment to delivering quality outputs in a timely manner. The final set of indicators should be provided in the inception report along with progress to be monitored.

The Consultant will have to develop quantitative and qualitative parameters to assess achievement of the expected results over the period of the contract. Regular monitoring of progress of the results will be conducted to evaluate progress on each parameter.

8.2 Special requirements

The Consultant must declare any potential conflict of interest between the provision of the requested services, and other activities in which, a member of their consortium of group (s), or any expert proposed in their offer is engaged.

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: **SADC/3/5/2/149**

CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE**”

in accordance with your Request for Expression of Interests number **SADC/3/5/2/149**, dated 20th 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's 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>
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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: Fax: Email:	<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:
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Date from – Date to	Location of the assignme nt	Company& reference person (name & contact details)	Position	Description
		Name and title of the reference person from the company:		
.....
<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:

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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*

C. FINANCIAL PROPOSAL

CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE

REFERENCE NUMBER: SADC/3/5/2/149

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.*

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: _____

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

¹ Delete items that are not applicable or add other items as the case may be. ²
Indicate unit cost..

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/149 : CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE

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/3/5/2/149: CONSULTANCY TO DEVELOP A FRAMEWORK ON**

PCRD AND TRANSITION JUSTICE

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/3/5/2/149: CONSULTANCY TO DEVELOP A FRAMEWORK ON PCRD AND TRANSITION JUSTICE

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 noncompliance.

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 **USD20,000.00**, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
2. The breakdown of prices is:

N°	Description ¹	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:

The budget estimate for the duration of the assignment is \$ 20 000. The payment schedule will be as follows:

- 10% of the contract value upon submission of Final Inception Report, detailing the methodology or conceptual framework to be employed;
- 30% of the contract value upon submission of the draft assessment report; and
- 60% of the contract value upon submission of final assessment 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.