

# REQUEST FOR PROPOSAL OF INTEREST SELECTION OF INDIVIDUAL CONSULTANTS

# CONSULTANCY FOR SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM

REFERENCE NUMBER: SADC/3/5/4/3

**JANUARY 2019** 

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

## "SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM"

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.
- The maximum budget for professional fees for this contract is US \$ 42,000.00.
  Proposals exceeding this budget will not be accepted.
- 4. Your Expression of Proposal 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 in French or Portugeuse, these shall be accompanied by a certified translation into English.
- 5. Your proposal in a sealed envelope clearly marked "REFERENCE NUMBER: SADC/3/5/4/3 "SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE

## ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM" should be submitted in our tender box located at the following address:

Secretary to the Tender Committee SADC Secretariat Plot 54385 CBD Private Bag 0095 Gaborone Botswana

- 6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: *4<sup>th</sup> February 2019 at 10:00 hours*
- 7. Proposals submitted by E-mail *are* acceptable and should be submitted to <a href="mailto:shd2019@sadc.int">shd2019@sadc.int</a> by the deadline in Para 6 above
- **8.** Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Education and Training	20
Specific Skills	50
Recommendations from past beneficiaries on similar services	20
General Skills	10
Total	100

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

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

(ii) EVALUATION AND AWARD OF THE CONTRACT:

Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

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

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

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

- (iii) VALIDITY OF THE EXPRESSION OF INTEREST: Your Expression of Interest should be valid for a period of 90 days from the date of deadline for submission indicated in Paragraph 6 above.
- 10. The assignment is expected to commence within two (2) weeks from the signature of the contract.
- 11. Additional requests for information and clarifications can be made until 10 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat** Contact person: **Joseph Kamwenyi** 

Telephone: +267 3951863

Fax: +2673972848

E-mail: jkamwenyi@sadc.int ,Copy to ggwaza@sadc.int

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website at the latest 7 calendar days before the deadline for submission of the proposals.

## ANNEXES:

ANNEX 1: Terms of Reference

**ANNEX 2: Expression of Interest Forms** 

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

Sincerely,

Name: Gift Mike Gwaza

Title: Head of Procurement Unit

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



## Terms of Reference

# SHORT TERM CONSULTANCY FOR SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM

SADC POLICY PLANNING & RESOURCE MOBILISATION DIRECTORATE

#### 1. BACKGROUND

## 1.1. The SADC Secretariat

The Southern African Development Community (SADC) is a regional economic community of 16 Southern African States.

The main objectives of Southern African Development Community (SADC) are to achieve economic development, peace and security, and growth, alleviate poverty, enhance the standard and quality of life of the peoples of Southern Africa, and support the socially disadvantaged through Regional Integration. These objectives are to be achieved through increased Regional Integration, built on democratic principles, and equitable and sustainable development.

The objectives of SADC, as stated in Article 5 of the SADC Treaty (1992) are to:

- Achieve development and economic growth, alleviate poverty, enhance the standard and quality of life of the people of Southern Africa and support the socially disadvantaged through Regional Integration;
- Evolve common political values, systems and institutions;
- Promote and defend peace and security;
- Promote self-sustaining development on the basis of collective self-reliance, and the inter-dependence of Member States;
- Achieve complementarity between national and regional strategies and programmes;
- Promote and maximise productive employment and utilisation of resources of the region;
- Achieve sustainable utilisation of natural resources and effective protection of the environment;
- Strengthen and consolidate the long-standing historical, social and cultural affinities and links among the people of the Region.

SADC comprises 16 Member States1 with a population of approximately 327 million people and a combined GDP of USD 600 billion (2016).

The Southern African Development Community (SADC) is made up of Angola, Botswana, Comoros, Democratic Republic of the Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, Zimbabwe

The Secretariat has been implementing a new structure where there has been a creation of the Project Management Support Unit (PMS). The PMS is under the leadership of the Director Policy Planning and Resource Mobilization (D-PPRM). The PMS works with all Directorates and Units to provide technical project management support to all projects and programs during their Initiation, Planning, Execution (including Control) and Closing stages.

Management of projects and programs is one of the key strategic priorities for the SADC Secretariat as highlighted in the Regional Indicative Strategic Development Plan (RISDP). Implementation of projects and programs is coordinated in a manner that contributes to the achievement of SADC strategic objectives.

Projects are managed and implemented in different Directorates, Units, Member States or sites and implemented by different teams. In order to centralize all project related information, access it, and manage it, the Secretariat is going to procure consultancy services to develop and implement the online module for the SADC Project Management System (SPMS).

## 1.2. Contribution of Projects to the SADC Strategic Objectives

Projects and programs contribute to the achievement of both short term and long term strategic objectives of SADC. During project design and planning stages, project goals and objectives are aligned to the SADC Corporate Strategy, vision, mission and core values. The project quality review ensure that the project description of objectives, outcomes, outputs, and key activities are in line with SADC priorities.

During the implementation stage, projects and programs achievements feed into the unit and directorate progress reports. Projects and programs within SADC will be managed with the end results in mind by adopting the Result Based Management Approach. Project Management Report formats will have a section to report annually on how the interventions are contributing to SADC strategic priorities.

It is therefore important to have all project information collected, synthesized and incorporated into the SADC progress report. Projects are not stand alone; but are part and parcel of the SADC operations. Project staff need to be sensitized and oriented on this aspect in order that they understand why projects and projects are implemented within SADC.

## 1.3. The SADC Project Management System (SPMS)

The SADC Project Management System will help the Secretariat to achieve the following:

- 1. Align project and program interventions to SADC strategic priorities;
- 2. Ensure effective start, design, execution and closure of projects and programs;

- 3. Support projects and programs to identify and manage operational issues affecting them;
- 4. Put in place Project Performance Measures to track and report on their performance;
- 5. Provide ongoing capacity building on Project Management areas;
- 6. Document and share lessons in managing projects and programs.

Currently the Secretariat is implementing many projects funded by different donors (such as EU, World Bank, GIZ, USAID, DFID, and others); all the donors have their own tools, reporting templates and project management requirements. The module will allow the Secretariat to put in place standardized project management approaches that will cut across all projects and programs.

The online module of SADC Project Management System is funded by both Member State budget (under ICT) as well as under the TCF PE supported by EU.

Automating the SPMS means managing the project management cycle processes, resources allocation, project meetings, communication, reporting and management of information related to projects and programs by using the online database (a Project Management Module that will be integrated into SIMS).

The online Module of Project Management System will streamline the management of project cycles from initiation to completion for the benefit of management, stakeholders, beneficiaries and staff. The online system is needed for the following benefits:

- 1. Easy access to summary project related information for action or decision making (name of projects within SADC, projects by Directorates, by funder, and others;
- 2. Better coordination of project processes and products (initiate, review, or approve project documents);
- 3. Quality project performance measures and reports are accessible by project managers/staff, support staff and management;
- 4. Project status known monthly and related remedial actions taken;
- 5. Project risks and issues affecting them displayed daily on the system for decision making:
- 6. Repository of most project related information (during reviews, audits, verifications, and post evaluations) even when projects close out their information remains with SADC;
- 7. Quality project documents as reviews will be done simultaneously or parallel through the system;

8. Stronger coordination and collaboration in dealing with project related matters (staffing, planning, reviewing, feedback).

## 2. OBJECTIVES AND DELIVERABLES OF THE CONSULTANCY

## 2.1 Overall Objectives

The overall objective of this consultancy is to assess and develop the Technical Specifications for the online module of the SADC Project Management System into SIMS.

## 2.2 Specific Tasks

To achieve the specific objectives, the expert will undertake the following tasks:

- Review the current and planned SADC Project Management System toolkit and policy documents;
- Interview relevant SADC key staff, in PPRM, Finance, Human Resources, Procurement, IT and project teams, to understand the requirements and needs for the SIMS module of the SPMS
- Conduct a thorough systems assessment of SIMS modules relevant to project management, particularly focusing on linkages amongst them;
- Draft detailed technical specifications of the proposed SPMS module to be integrated into SIMS; and
- Draft the terms of reference (ToR) for the development and installation of the SPMS online module.

## 2.3 Expected Results

- The result of the detailed assessment of SIMS modules;
- Detailed technical specifications for the SIMS module of SPMS;
- The Terms of Reference for the engagement of a consultant/firm to design develop and implement the SIMS module of the SPMS.

## 2.4 Required Outputs and Deliverables

The Consultant shall work with the Secretariat over a period of two months and by the end of the assignment, shall deliver the following:

a. An **inception report** of maximum 12 pages to be produced after 10 working days from the start of implementation. In the report, the Contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work program and staff travel.

**Progress reports** shall be submitted bi-weekly (fortnightly) basis stating the status of development.

- b. **Draft final report** of maximum 20 pages (main text, excluding annexes). This report shall be submitted no later than 40 man-days after signing the contract and should include:
  - The result of the detailed assessment of SIMS modules (30% of the product).
  - Detailed technical specifications for the SIMS module of SPMS (30% of the product)
  - The Terms of Reference for the engagement of a consultant/firm to design, develop and implement the SIMS module of the SPMS (40% of the product).
- c. Final report with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is 10 days before the end of the assignment period (50<sup>th</sup> man-day) and 10 days after receipt of comments on the draft final report. The report shall contain a sufficiently detailed description of the different options to support an informed decision on the project. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.

## 3. REPORTING

## **Report Requirements**

The consultant shall report to and perform the assigned tasks under the guidance and direct supervision of the Senior Officer – Project Management Support, SADC PPRM Directorate, Botswana. The Senior Officer – Project Management Support will among other things, facilitate the consultant's contacts with key actors and key stakeholders and facilitate access to relevant documents and information.

To summarize, in addition to any documents, reports and output specified under the duties and responsibilities of the contract above, the Contractor shall provide the following reports:

Name of report	Time of submission
Inception Report	No later than 10 working days after being awarded
	the contract. The debrief to be organized by the
	PMSU. To submit a hard copy and an electronic
	version
Bi-Weekly Progress	Every first working day after 14 days
Reports	
The final draft report	on the 40 <sup>th</sup> working day of the assignment period.
including a presentation	To submit two hard copies and an electronic
on the same	version
Final Report and a	No later than 10 working days after receiving
presentation on the	comments on the draft final report from the Contract
same	Manager. To submit three signed hard copies and
	an electronic version (on a hard drive and email).

## **Submission and Approval of Reports**

Copies of the reports referred to above must be submitted to the Director PPRM for endorsement. Reports must be written in English.

The final implementation report shall be approved by the DES-RI in the SADC Secretariat.

## 4. PROFILE OF THE CONSULTANT

## 4.1. Qualifications and Skills

The Expert must have the following minimum qualifications:

**Education:** At least a Degree in Information Technology, Information Systems, Computer Science, or any other related Degree.

- i. Certification in web development frameworks or tools
- ii. Management processes

## **Professional Experience:**

## **General Experience**

- i. Demonstrable experience in Project Management Information Systems and System development
- ii. Demonstrable experience in deployment of web-based Project Management Solutions
- iii. Demonstrable experience in deployment of large database systems
- iv. Demonstrable experience or familiarity with web development framework

v. Ability to document and manage a complex project

## **Specific Experience**

- i. At least 5 or more years of continuous experience working in Web Development using Microsoft SharePoint
- ii. A good understanding of Project Management frameworks
- iii. Minimum of 5 years in SQL Server, MySQL database design, configuration and management
- iv. Minimum of 5 years in systems integration
- v. Minimum of 3 years working with data analytical and reporting tools

## Other skills

- i. Understanding of workflow systems
- ii. Working experience with regional organizations will be an added advantage
- iii. Experience in statistical data analysis and presentation

## 4.2. Languages:

He/she must be fluent in English. He/she must possess excellent written and oral communication skills. Knowledge in the other SADC languages – French and Portuguese will be an added advantage.

**Other Skills:** Computer skills for compilation, analysis and dissemination of data are required. He/she must have good networking skills and ability to speak in public.

## 4.3. Responsible Body

The Contracting Authority is the Southern African Development Community (SADC) Secretariat as represented by the Executive Secretary.

## 4.4. Facilities to be Provided by the Procurement Entity

Working space for the consultant with internet connectivity and printer shall be provided by the SADC Secretariat whenever he/she is based at the SADC Secretariat offices in Gaborone during the course of the contract.

## 4.5. Facilities to be provided by the Consultant

The Consultant shall be adequately supported and equipped. The Consultant shall provide his/her transport, own secretarial services and must be equipped with a portable computer (laptop). The consultant must be reasonably accessible by email

and telephone (preferably mobile). The use of reliable, internet-based communication (Skype or equivalent) is required.

## 5. Logistics and Timing

## 5.1. Location

The consultant will be accommodated in SADC Secretariat offices in Gaborone, Botswana.

## 5.2. Start Date & Period of Implementation

The intended start date is 4<sup>th</sup> February 2019 to 15<sup>th</sup> March 2019 and the period of implementation of the contract will be sixty (60) calendar days from date of commencement.

#### 6. BUDGET

The consultant(s) shall be paid a maximum of **US\$ 42 000 (forty two thousand United States Dollars)**, for the entire duration of the assignment in accordance with the following payment schedule:

- a. **15 (fifteen)** per cent upon signing of the contract and submission and acceptance by SADC of the assignment inception report;
- b. **20** (**thirty**) per cent upon submission and acceptance by SADC of the draft final report of the detailed assessment of SIMS modules;
- c. **30** (**thirty**) per cent upon submission and acceptance by SADC of the detailed technical specifications for the SIMS module of SPMS;
- d. **35** (**Thirty-five**) percent upon finalization and submission of all outputs and its acceptance by SADC.

This amount includes the remuneration for consultants (fees), other work-related travel necessary for him/her to carry out the assignment, which will form part of the contract. The Financial proposal must include all costs associated with the assignment, including remuneration. The Financial Proposal must cover the consultant's fees/remuneration, insurance, living expenses in Gaborone, local travel costs, accommodation, local transportation, utilities and incidentals and any tax payable.

## 7. Evaluation Criteria

All applications received will be assessed using the following criteria:

Category	Points
Education and Training	20
Specific Skills	50
Recommendations from past	20
beneficiaries on similar services	
General Skills	10
Total	100

## **ANNEX 2: Expression of Interest Forms**

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

**REFERENCE NUMBER: SADC/3/5/4/3** 

## **REQUEST FOR SERVICES TITLE:**

SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM in accordance with your Request for Expression of Interests number SADC/3/5/4/3, dated [insert date] for the sum of [Insert amount(s) in words and figures<sup>11</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and ["does" or "does not" delete as applicable] include any of the following taxes in Procuring Entity's country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in my CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the SADC Procurement Policy applicable to this Request For Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

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

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

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.

Yours sincerely, Signature [In full and initials]:
Signature [In full and initials]:
e-ig-rate-re-[
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:
[indicate the month and the year]	[insert the name of the diploma and the specialty/major]
[indicate the month and the year]	[insert the name of the diploma and the specialty/major]

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

Language	Reading	Speaking	Writing
[insert the language]	[insert the no.]	[insert the no.]	[insert the no.]
[insert the no.]	[insert the no.]	[insert the no.]	[insert the no.]

**11. Membership of professional** [indicate the name of the professional body]

bodies:

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
[insert the country]	[indicate the month and the year]

[insert the country]	[indicate the month and the
	year]

## 17. Professional experience:

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

Date from – Date to	Location of the assignm ent	Company& reference person (name & contact details)	Position	Description
and the year]	and the city]	Phone: Fax: Email: Name and title of the reference person from the company:	it was a short term or a long term position]	
[indicate the month and the year]	[indicate the country and the city]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	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 8 and 14 above<sup>1</sup>, documents which are attached to this CV as photocopies.

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

Date:

ATTACHMENTS: 1) Proof of qualifications indicated at point 9

2) Proof of working experience indicated at point 15

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

## C. FINANCIAL PROPOSAL

REFERENCE NUMBER: SADC/3/5/4/3 - SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM

N°		Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)		
Fee	es		Day					
Reimbursable expenses, out of which			Total					
1	Per diem allowances		Day	N/A				
2	Flights <sup>3</sup>		Trip	N/A				
3	Miscellaneous travel expenses <sup>4</sup>		Trip					
4	Insurances cost, out of which:		Lump sum					
	i)	Life insurance (including repatriation)	Lump sum	N/A				
	ii)	Heath insurance	Lump sum	N/A				
	iii)	Third party liability insurance	Lump sum					
	iv)	Professional liability insurance	Lump sum	N/A				
5	Drafting, reproduction of reports		Lump sum					
6	Office rent		Per month	N/A				
7	Others <sup>4</sup>		TBD					
	TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)							

Signature [ <i>in full and initials</i> ]:	
Name and Title of Signatory:	

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

<sup>&</sup>lt;sup>2</sup> Indicate unit cost..

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

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

## D. LETTERS OF RECOMMENDATION

Attach at least one letter of recommendation (or an acknowledgement of services) from past organisations who benefitted similar services from you for references.

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

### STANDARD TERMS OF CONTRACT

## (Individual Consultant)

**REFERENCE NUMBER:** SADC/3/5/4/3- SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM

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/3/5/4/3*- SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM and reflected as such in the Annex 2 of this contract.

1.3 Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest SADC/3/5/4/3- SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM

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

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

## 12. Non Disclosure & Confidentiality

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

## 13. Suspension or Termination

13.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months,

then either party may terminate this contract forthwith by written notice to the other.

- 13.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
- 13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

## 14. No Waiver

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

## 15. Variations

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

## 16. Jurisdiction

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

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

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

For	the Procuring Entity	For the Individual Consultant		
Name:		Name :		
Position:				
Place :		Place :		
Date:		Date :		
Signature:		Signature:		

## Annex 1: Terms of Reference

[insert the Terms of Reference]

## Annex 2: Payment Schedule and Requirements

- 1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars *[insert ceiling amount]*, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
- 2. The breakdown of prices is:

N°		Description <sup>1</sup>	Unit	No. of Units	Unit Cost <sup>2</sup> (in US\$)	Total (in US\$)		
Fee	es		Day					
Reimbursable expenses, out of which			Total					
1	Per diem allowances		Day					
2	Flights <sup>3</sup>		Trip					
3	Miscellaneous travel expenses <sup>4</sup>		Trip					
4	Insurances cost, out of which:		Lump sum					
		ife insurance (including epatriation)	Lump sum					
	ii) F	leath insurance	Lump sum					
		hird party liability	Lump sum					
	1 11/1 1	Professional liability	Lump sum					
5	Drafting, reproduction of reports		Lump sum					
6	Office rent		Per month					
7	Others <sup>4</sup>		TBD					
	TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)							

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

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

<sup>&</sup>lt;sup>3</sup> Indicate unit cost.

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

- **REFERENCE NUMBER: SADC/3/5/4/3—** EXPRESSIONS OF INTEREST FOR CONSULTANCY FOR SYSTEMS ASSESSMENT AND SPECIFICATIONS OF THE ONLINE MODULE OF THE SADC PROJECT MANAGEMENT SYSTEM
- 3. The payment shall be made in accordance with the following schedule:
  - a.15 (Fifteen) per cent upon signing of the contract and submission and acceptance by SADC of the assignment inception report;
  - b.25 (Twenty-five) per cent upon submission and acceptance by SADC of the draft final report:
  - c.25 (Twenty-five) per cent upon consolidating comments and presentation of the draft final report after the validation workshop;
  - d.35 (Thirty-five) per cent upon finalization and submission of all outputs and its acceptance by SADC.
- 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.