



## REQUEST FOR EXPRESSION OF INTEREST

### SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY TO CONDUCT A REVIEW ON THE  
IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY  
AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS  
ROLLING OUT PLAN

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REFERENCE NUMBER: SADC/3/5/2/216

10 February 2022

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

**“CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN”**

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\$35,141.00 inclusive of professional fees and exclusive of reimbursable expenses**. Proposals exceeding this budget will not be accepted.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the

supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/216 - CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN**” to the email address below:

[sisr3yearplan@sadc.int](mailto:sisr3yearplan@sadc.int)

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **2<sup>nd</sup> March 2022 at 10:00hours local (Botswana) time**
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	20
General professional experience	20
Specific professional experience	60
<b>Total</b>	<b>100</b>

#### 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 date of the last signature of the contract.
10. Additional requests for information and clarifications can be made until 10 calendar days prior to deadline indicated in the paragraph 6 above, from:

The closing date for requests for clarification shall be: **20<sup>th</sup> February 2022**

The Closing date for responses to requests for clarification shall be: **23<sup>rd</sup> February 2022**

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Purpose Chifani

Telephone: **+267 364 1989 / 3951863**

Fax: **3972848**

E-mail: [tenders@sadc.int](mailto:tenders@sadc.int) and [tchabwera@sadc.int](mailto:tchabwera@sadc.int)

Copy to [pchifani@sadc.int](mailto:pchifani@sadc.int) and [jrutaihua@sadc.int](mailto:jrutaihua@sadc.int)

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

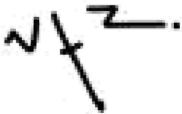
**ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Expression of Interest Forms**

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

Sincerely,



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**Purpose Chifani**  
**Acting Head of Procurement Unit**

## ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF  
THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063  
(SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN**

**SADC/3/5/2/216**

## TERMS OF REFERENCE

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# 1. BACKGROUND INFORMATION

## 1.1 Partner country and procuring entity

Southern African Development Community (SADC)

## 1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

## 1.3 Country background

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

Despite being endowed with diverse natural resources, the SADC region has not been able to industrialize and achieve structural transformation. The share of manufacturing sector to overall GDP for SADC region in 2017 stood at 10.9%, a decline from 2016 (11.2%). The share of the manufacturing sector to overall GDP in SADC declined from 13.6% in 2007 to reach its lowest point of 10.6% in 2013. The post 2013 period has shown a slight recovery increasing to about 11.2% in 2016. The manufacturing sector, identified as the prioritized key engine of growth to drive the industrialization process in SADC, grew by 1.2% in 2016 compared to 2.7% in 2015. The region's growth has been increasing at a decreasing rate since the global crisis in 2008 while the manufacturing sector exhibited marginal growth in 2017.

Due to inadequate productive capacity, efforts to boost trade within the region through the SADC Free Trade Area, have not delivered the expected results and the value of intra-SADC trade has remained very low although there have been increases over the past decade. Intra-SADC Exports as a percentage of Total Exports of Goods increased from 15.3% in 2007 to reach 22.4% in 2017 whilst that of Imports increased from 17.5% to 20.6% during the same period Exports from the region remain dominated by unprocessed or minimally processed products, mainly from the agricultural and mineral sectors, thus providing very low value returns.

Against this background, the 34<sup>th</sup> SADC Heads of State and Government Summit, in August 2014, Victoria Falls, Zimbabwe adopted the following Theme: “SADC Strategy for Economic Transformation: Leveraging the Region’s Diverse Resources for Sustainable Economic and Social Development through Beneficiation and Value Addition”.<sup>1</sup> In order to address the challenges facing the region on regional integration, the SADC Summit of Heads of States and Government in April 2015 approved the Revised Regional Indicative Strategic Development Plan (RISDP) 2015-2020, which prioritizes Industrial Development and Market Integration and places industrialization at the centre of the regional integration agenda. The Revised RISDP seeks to front-load and accelerate industrialization in the SADC region.

The Summit also approved the SADC Industrialization Strategy and Roadmap (2015-2063) and directed the Secretariat to develop a detailed and costed Action Plan for the Strategy. The "Strategy and Roadmap" seeks to engender a major economic and technological transformation at the national and regional levels through beneficiation and value addition to the region’s diverse resources, within the context of deeper regional integration. It seeks to address the development challenges of the region by progressively moving from factor-driven; to investment and efficiency-driven approach; and ultimately to a high growth trajectory driven by knowledge, innovation and business sophistication.

The Strategy is anchored on three pillars:

- (i) Industrialization as champion of economic and technological transformation.
- (ii) Competitiveness (at the firm/industry, country and regional level) as an active process to move from comparative advantage to competitive advantage.
- (iii) Regional integration and geography as the context for industrial development and economic prosperity.

The Strategy has a long term perspective covering the years 2015 to 2063, in line with the African Union Agenda 2063. Phase I of the cycle constitutes a period of active frontloading of the Industrial Development and Market Integration component of the RISDP and related infrastructure and services support to industrialization.

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<sup>1</sup>The Summit in Gaborone, Botswana, in August 2015, adopted the following as the 35th SADC Summit Theme: “Accelerating Industrialization of SADC Economies through Transformation of Natural Endowment and Improved Human Capital”. The Theme builds on the 34th Summit Theme, highlighting the need to remain focused on industrialization as a fundamental strategy for economic and social transformation of the SADC Region.

## 1.4 Current Situation in the Sector (Rationale)

In response to the challenges to economic development in the region, and with the aim of enabling structural transformation to take root, a regional Industrialization Strategy and Roadmap (2015-2063) was formulated outlining sectoral priorities to be promoted and the enabling interventions. The Strategy recognizes that for trade liberalization to contribute to sustainable and equitable development, and thus to poverty reduction, it must be complimented by the requisite capacities to produce, and to trade effectively and efficiently. The Strategy and Road map has three pillars namely; industrialization, competitiveness; and regional integration. The Strategy acknowledges the importance of technological and economic transformation of the SADC region through industrialization, modernization, skills development, science and technology, financial strengthening and deeper regional integration.

The revised RISDP (2015-2020) was adapted to put more emphasis in terms of frontloading industrialization. The revised RISDP identified Industrial Development and Market Integration; and Infrastructure Development as some of the main pillars for its implementation. In terms of implementation, the strategy recognizes that industrial policy and implementation will be largely undertaken at the national level and that its success depends on forging a compact for industry consisting of the government, the private sector, civil society, labour and the development partners.

Key long term developmental impact goals of the Strategy include the following:

- (i) To lift the regional growth rate of real GDP from 4 percent annually (since 2000) to a minimum of 7 percent a year.
- (ii) To double the share of manufacturing value added (MVA) in GDP to 30 percent by 2030 and to 40 percent by 2050, including the share of industry-related services.
- (iii) To increase the share of medium-and-high-technology production in total MVA from less than 15 percent at present to 30 percent by 2030 and 50 percent by 2050.
- (iv) To increase manufactured exports to at least 50 percent of total exports by 2030 from less than 20 percent at present.
- (v) To increase the share of industrial employment to 40 percent of total employment by 2030.

The above goals that are quantitative by design are complimented by other goals that are qualitative in nature. These include the following (i) Acceleration of the growth momentum and enhance the comparative and competitive advantage of the economies of the region; (ii) Diversification and

broadening of the industrial base and interdependences; (iii) Enhancing the productive capacity, productivity and competitiveness of SADC economies; (iv) Provision of a framework for technological and industrial catch-up, export diversification, natural resources beneficiation, enhanced value-addition and increased regional trade and employment generation (v) Development of viable regional value chains capable of interacting with global value chains and identify areas where the SADC region can have the greatest success in capturing high opportunities; (vi) Building a collaborative but challenging strategic partnership between governments, the private sector, the civil society and the development partners as a compact for industrialization and (vii) Building firm and enduring foundations for a modernized SADC economy.

As part of measures to ensure successful implementation of the Industrialization Strategy, Member States have committed themselves at ensuring a stable macroeconomic environment and strong microeconomic foundations for the development and growth of the private sector and promotion of regional economic interdependence. This should be accompanied by stable inflation, manageable fiscal deficit and public debt. Other commitments include ensuring improved investment climate. Furthermore, there is a need to facilitate the development of appropriate infrastructure and financial resources to support SADC industrialization efforts. In addition, there is a need to strengthen the inter-industrial and business linkages by ensuring that Governments align their national industrial strategies with the SADC's regional industrial priorities.

Other commitments include enhancing Factor productivity to facilitate the transformation processes; Improved Information Technology Systems; efficient use of natural resources; strengthening the role of the government as a developmental agent in promoting and implementing industrial development and creating the requisite environments; ensuring that international co-operating partners align their support to regional industrialization efforts. The strategy also foresees strong collaboration of the government, private sector, civil society, development partners and prospective investors in supporting industrialization. The involvement of the private sector as the driver of industrialization and in particular the need to strengthen the role of small, medium enterprises (SMEs) to employment growth and national development is also a key success factor. Other measures include ensuring environmental and social sustainability, taking into consideration envisaged impacts of industrialization on climate change and the adoption of technologies and modalities that enhance resource efficiency and reduced waste.

The Industrialization Strategy and Roadmap specifies key initiatives to be pursued in order to support its implementation; and these initiatives are in three key pillars of:

- (i) Structural Transformation through accelerated industrialization
- (ii) Enhanced Competitiveness
- (iii) Regional Integration

## **1.5 Related programmes and other donor activities**

The following are the key policy documents that anchor the strategy: the national development strategies of SADC Member States, the SADC Treaty, the SADC Vision 2050, the SADC protocols, specifically the Industrial Development Policy Framework (IDPF). It is also aligned and informed by African Union's Accelerated Industrial Development of Africa and Agenda 2063. Other key SADC strategic policy documents that guided the formulation of the industrialization strategy include: the SADC Trade Protocol; the Regional Infrastructure Development Master Plan (RIDMP), the Industrial Upgrading and Modernization Programme (IUMP), the Protocol on Trade in Services, the Protocol on Finance and Investment, the Action Plan for Regional Manufacturing of Medicines and Health Commodities (African Union – AU), the Regional Agricultural Plan (RAP), the Mineral Linkages & Beneficiation Plan, the Digital SADC 2027, the Strategic Water Supply Infrastructure Development Programme, the Regional Green Economy Strategy and the Action Plan for Sustainable Development.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall objective**

The overall objective of this assignment is to support the implementation of the SADC Industrialisation Strategy and Roadmap 2015-20163 (SISR) as a means to promote inclusive and sustainable economic development in the SADC region.

### **2.2 Specific Objective**

The specific purpose of this contract are as follows:

- (i). To facilitate and update the 3 year-rolling SISR Road Map for the period 2021 to 2023 in consultation with various SADC Directorates and Units and report on progress.
- (ii). Conduct a reviews on the implementation of SISR and Update the Three years rolling plan reporting framework capturing what has been achieved against pending outputs and main activities.

- (iii). Review progress on high impact development indicators and implementation of policy decisions from Member States that deal with industrialization through use of credible sources of data.
- (iv). Research and make inquiries on all areas relating to industrial development as articulated in the two Documents.
- (v). Compile relevant industrial information and data that can be used as the basis for further analysis covering both macro-economic data, investment data, industrial indices and competitiveness data, value chain data, SMEs, Agriculture, infrastructure, Women, mining data and others.
- (vi). Recommend appropriate sources of data for continued use by SADC Secretariat in its annual updates of SADC progress in industrialization.

### 2.3 Results to be achieved by the contractor

The expected outcome is a report of the implementation of SADC Industrialisation Strategy and Roadmap 2015-20163 (SISR) for the period up to 2021/22.

## 3. ASSUMPTIONS & RISKS

### 3.1 Assumptions underlying the project

The following are some of the underlying assumptions that have been taken into consideration;

- i. There is commitment from SADC Member States to deepen regional integration and promote regional industrialisation
- ii. SADC Secretariat Directorates and Units are willing to cooperate among themselves

### 3.2 Risks underlying the consultancy

Risks	Risk level (H/M/L)	Mitigating measures
Some Member States may not fully commit and participate in deepening the regional	M	The SADC Member States have shown commitment by adopting the Industrialisation Strategy and Action Plan as well as the recently adopted RISDP 2020 – 2030

Risks	Risk level (H/M/L)	Mitigating measures
integration process through industrialisation		which all places industrialisation at the forefront of regional integration.
SADC Member States maintain policies inadequate to support regional industrialisation	M	Provide evidence-based policy measures would facilitate the improvement of industrial competitiveness.
SADC Secretariat may not have sufficient capacity to effectively manage the consultancy	M	The new organogram approved by SADC includes several positions devoted to the industrialisation agenda. The Secretariat intends to outsource the services of a consulting firm to carry out this exercise.
Challenge to access information from Member States, the private sector and other stakeholders where necessary due to Covid-19 Pandemic	H	The consultancy will be home based. This will ease access of required information.

## 4. SCOPE OF THE WORK

### General

#### Project description and Specific Work

The SADC Industrialization Strategy and Roadmap 2015 - 2063 envisages substantial quantitative shifts in industrial structure of the region in terms of manufacturing and production capacity, particularly those in the medium- and high-technology categories, while doubling industrial employment. Informed by the strategic desirability of converging SADC economies within the context of the continental development agenda 2063 and in consideration of the historical performance. The Strategy and Roadmap foresees doubling the share of manufacturing value added (MVA) to GDP to 30 percent by 2030 and to 40 percent by 2050, including the share of industry-related services. It also foresees increasing the share of medium-and-high-technology production in total MVA from less than 15 percent at present to 30 percent by 2030 and 50 percent by 2050. It further foresees increasing manufactured exports to at least 50 percent of total exports by 2030 from less than 20 percent at present and increasing the share of industrial employment to 40 percent of total employment by 2030.

Currently, one could conclude that the SADC region is not industrializing and this is further confirmed by the poor overall performance of the regional economy. It is however important to note that the unavailability and inadequacy of industrial statistics could have a bearing on the analysis of the levels of industrialization within SADC: A key observation from the data is that economies with the highest shares of manufacturing value added (MVA) in GDP are not necessarily the most industrialized. For instance, Eswatini’s share of manufacturing value added (MVA) in GDP has remained at over 30% during the past ten years but it is far from the most industrialized nation. South Africa, considered to be one of the most industrialized on the continent, does not make up top 5 of the SADC Member States with the highest share of manufacturing value added (MVA) in GDP, which apart from Eswatini comprises DRC (18.8%), Lesotho (14.5%), Madagascar (14.1%) and Zimbabwe (13.3%). Nevertheless, even though real growth rates of the respective manufacturing sectors could provide more reliable figures for the performance of the sector, the same does not take into account any information on the source of this growth in terms of sectors and markets. Such information would help to assess the performance of the priority value chains.

**4.2 Specific Work**

**4.2.1 Activities and Estimated Budget**

<b>Output</b>	<b>Output targets</b>	<b>Activity</b>	<b>Sub-Activity and detailed outputs</b>	<b>Cost (\$)</b>
SADC Industrialisation Strategy and Roadmap 2015-20163 (SISR) and Update the Three years rolling out plan	Updated three year rolling plan framework for submission to the Industrial Development Forum for review and inputs. Updated Report on progress in the implementation of SISR at Secretariat and Member State level. Document showing key indicators to measure SADC industrialisation progress	-Conduct desk reviews on SISR. -Consult key stakeholders	-Detailed review and analysis of reports on SADC industrialisation Strategy and Road Map. Formulation of appropriate reporting framework capturing what has been done and pending outputs both at SADC Secretariat level and at Member State level. -Compile relevant industrial information and data that can be used as the basis for further analysis covering both macro-economic data, investment data, industrial indices and competitiveness data, value chain data, SMEs, Agriculture, infrastructure, Women, mining data and others	35,141

			-Consult with Different Directorates at the Secretariat for their inputs Consult with other Stakeholders at national level including both the public and private sector. -Produce appropriate reports and tables to elaborate findings. Present the revised template at the Industrial Development Forum	
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#### 4.2.2 Geographical area to be covered

The assignment will be carried out in the SADC Member States.

#### 4.2.3 Target groups

The Consultancy is expected to target the following groups;

1. National Governments and regulators responsible for industry development
2. The private sector
3. National/Regional Export Promotion Agencies
4. Small and Medium Enterprises (SMEs)
5. Non-State Actors Intermediary Organisations (IOs) that are actively involved in the areas of industrialisation
6. Value chains actors
7. Special economic zones

### 4.3 Project management

#### 4.3.1 Responsible body

The Consultant shall be responsible to the Executive Secretary of SADC Secretariat through the Director, Industrial Development and Trade who shall be responsible for the day to day supervision of the project.

#### 4.3.2 Management structure

The consultancy falls in the Directorate of Industrial Development and Trade in the Industrialisation and Competitiveness Unit. The Senior Programme Officer (SPO) responsible for Industrialisation and

Competitiveness will oversee the work of the consultants on a daily basis for the duration of the project. The SPO Industrialisation and Competitiveness will follow up on quality checks in terms of the realisation of project objective, results and outputs and facilitate approval of reports via the Director.

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

For all experts working on the project SADC Secretariat, as the Contracting Authority, will facilitate the necessary short term work permits.

## **5. LOGISTICS AND TIMING**

### **5.1 Location**

The assignment will involve traveling within the SADC region.

### **5.2 Start date & period of implementation**

The intended start date is April 2022 and the period of implementation of the contract will be six (6) months from this date. Please see Article 3 of the specific contract for the actual start date and period of implementation.

## **6. REQUIREMENTS**

### **6.1 Staff**

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### **6.1.1 Experts**

This assignment is expected to be carried out by an Individual Consultant who will be the Key Expert to undertake various tasks of the assignment. The specific profile is provided below:

#### **Key Expert**

*Qualifications and Skills*

A minimum of Master's Degree in Economics, Development Studies, or international trade, Business Economics and/or Regional Policy, and cross sectoral policy issues such as SMEs, Gender and Development, Science and Technology, and Environmental Protection or other closely related areas;

#### *General Professional Experience*

The Team leader should have a minimum of 15 years of experience with a sufficient knowledge of SADC and its status on industrial development. He/she should specifically be current on the operations of the Industrial sector in the SADC region as well as have knowledge and or experience in dealing with processes for integration of industrial sector in other RECs.

#### *Specific professional experience*

Have thorough knowledge of industrialisation and regional integration relating to trade, private sector-led growth, with particular emphasis on development of manufacturing;

- (i) Experienced and knowledgeable expert on industrial development policy and business, including industrial data collection and classification, value chains analysis and methodologies; capacity building and skills development;
- (ii) At least 7 years' experience in the coordination and administration of programmes/projects in an international organization;
- (iii) Demonstrated technical knowledge and proven research and analytical skills on issues related to regional integration, Industrial policy, sectoral policies as well as international development economics;
- (iv) Good multi-cultural and interpersonal skills with experience in networking with partners at all levels (RECs, ministry, donors and private sector);
- (v) Strong management skills including ability to provide strategic guidance, technical oversight, mentor staff, build strong teams, develop work plans, and manage budgets and project expenditures;
- (vi) Proven written, analytical, presentation and reporting skills and demonstrated computing skills;
- (vii) Fluency in spoken and written English, knowledge of French and/or Portuguese is an asset; and

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### **6.1.2 Support staff & backstopping**

The contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

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

### **6.2 Office accommodation**

With the current wave of Covid-19 pandemic, the assignment will be home-based. However, the Consultant is expected to be fully self-sufficient in terms of accommodation, office space, office supplies, office equipment and transport.

### **6.3 Facilities to be provided by the contractor**

The contractor must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

### **6.4 Equipment**

No equipment is to be purchased on behalf of the contracting authority / procuring entity as part of this service contract or transferred to the contracting authority / procuring entity at the end of this contract. Any equipment related to this contract that is to be acquired by the procuring entity must be purchased by means of a separate supply tender procedure.

### **6.5 Incidental expenditure**

None. Where required, this will be determined by bidders and included to be part of the Global Price provided it remains within the available budget as indicated under 9.0 below.

### **6.6 Expenditure verification**

No expenditure verification report is required

## 7. REPORTS

### 7.1 Reporting requirements

The consultants shall operate under the direct supervision of the Senior Programme Officer: Industrialisation and Competitiveness (SPO-IC).

All the deliverables shall be delivered to the SPO: Industrialisation and Competitiveness.

All reports shall be in electronic format in MS Word, Excel or PowerPoint as the case may be.

Output Monitoring Indicator	Description	Timelines
Inception report	<ul style="list-style-type: none"> <li>• Brief analysis of the manufacturing performance.</li> <li>• Understanding of the assignment;               <ul style="list-style-type: none"> <li>i. A clear execution approach and methodology;</li> <li>ii. Work plan for the project</li> </ul> </li> </ul>	Within 15 working days after contract signing by both parties
Draft final report	<ul style="list-style-type: none"> <li>• In-depth analysis of the SISR and regional performance.</li> <li>• Identified gaps</li> <li>• Proposed updated three years roll out plan.</li> </ul>	No later than 40 working days, spread over 3 months after approval of the inception report.
Final report	<ul style="list-style-type: none"> <li>• Final report for consideration by the Industrial Development Forum.</li> </ul>	15 days after receipt of comments on the draft final report from the project manager

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

- 20% of the contract price shall be paid upon submission and approval of the Inception report;
- 40% of the contract price shall be paid upon submission of draft report completed.
- 40% of the contract price shall be paid upon submission of final report.

## **7.2 Submission & approval of reports**

The Final Report on the revision and modernisation of the SADC Data Protection Model Law, referred to above, must be submitted to the Project Manager identified in the contract. The Project Manager is Dr George Ah-Thew, Senior Programme Officer (SPO) ICT responsible for recommendation of the deliverables mentioned in Section 7 above, for Management decision.

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of Indicators**

The indicators to be used are Inception Report, Draft Report and Final Reports as detailed in the 7.1 above.

### **8.2 Special Requirements**

None

## **9. BUDGET**

The assignment is budgeted for within the SADC Secretariat's Directorate of Industry, Development and Trade budget. This Service contract budget is for a maximum value of US\$ 35,141

\* \* \*

**ANNEX 2: Expression of Interest Forms**

- A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT ..... 23
- B. CURRICULUM VITAE ..... 25
- C. FINANCIAL PROPOSAL ..... 29

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

REFERENCE NUMBER: SADC/3/5/2/216

CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN” in accordance with your Request for Expression of Interests number SADC/3/5/2/216, dated 20<sup>th</sup> August 2021 for the sum of *(Insert Amount)*. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *does* include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

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

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

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

Yours sincerely,

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

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

---

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

---

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

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

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

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

11. Membership of professional bodies: *[indicate the name of the professional body]*
12. Other skills: *[insert the skills]*
13. Present position: *[insert the name]*
14. Years of experience: *[insert the no.]*
15. Key qualifications: (Relevant to the assignment)  
*[insert the key qualifications]*
16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....	.....
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

17. Professional experience:

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

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

**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 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 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*

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

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**C. FINANCIAL PROPOSAL**

**CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF THE  
SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND  
UPDATE THE THREE YEARS ROLLING OUT PLAN**

**REFERENCE NUMBER: SADC/3/5/2/216**

N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (Fees)</b>					

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

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

---

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

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

## ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

### REFERENCE NUMBER:

This Contract (“Contract”) is made on the one hand,

The **SADC Secretariat**, having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter referred to as the “Procuring Entity”),

and, on the other hand,

..... (hereinafter referred to as the “Individual Consultant”), with residence in ....., citizen of .....owner of the ID/Passport Number ..... issued on ..... by .....

**WHEREAS**, the Procuring Entity wishes to have the Individual Consultant perform the Services hereinafter referred to;

**AND WHEREAS** the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and 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 **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.2 **Contract Value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests for the project- **SADC/3/5/2/216 - CONSULTANCY TO CONDUCT A REVIEW ON THE IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN** and reflected as such in Annex 2 of this Contract.
- 1.3 **Day** means a calendar day excluding Saturdays, Sundays and Public Holidays in Botswana.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this Contract following the Request for Expression for the project **SADC/3/5/2/216 - CONSULTANCY TO CONDUCT A REVIEW ON THE**

**IMPLEMENTATION OF THE SADC INDUSTRIALISATION STRATEGY AND ROADMAP 2015-2063 (SISR) AND UPDATE THE THREE YEARS ROLLING OUT PLAN**

1.5 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.

1.6 **Project Director** means the Procuring Entity’s authorised representative who may exercise authority attributable to him in this Contract and his details are as follows:

.....  
.....  
.....  
Southern African Development Community (SADC) Secretariat  
Plot 54385 New CBD  
Private Bag 0095 Gaborone  
BOTSWANA  
Tell: +267 395 1863 Cell: +267 .....  
Email: .....

1.7 **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.

**2. Effective Date and Duration**

2.1 This Contract shall enter into force on the date of its last signature by either of the Parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.

2.2 The Services shall be implemented for a period not exceeding **6 months** from the date of entry into force of the Contract.

2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract, shall expire after all the outputs stated in Annex 1 have been delivered.

**3. The Services**

The Individual Consultant shall 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.

**4. Payment**

- 4.1 For the Services to be undertaken under this Contract, the Individual Consultant shall be paid a total amount of ..... **United States Dollars (US Dollars** .....) fixed cost, in accordance with the provisions of Annex 2 to this Contract.
- 4.2 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 obligations hereunder in full as stated in the Annex 1 to this Contract.
- 4.3 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.
- 4.4 Notwithstanding the provisions of this clause, failure by the Procuring Entity to make payment claimed by the Individual Consultant under this Contract shall not entitle the Individual Consultant to terminate this Contract if such payment has been withheld, delayed, or disapproved by the Procuring Entity due to unsatisfactory work done, or unacceptable invoice submitted, by the Individual Consultant.

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

- 5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.
- 5.2 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.

## **6. 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, 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.

## **7. Compliance with this Contract**

- 7.1 The Procuring Entity shall 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.
- 7.2 The Procuring Entity may delay or withhold payments in the event of non-compliance.

## **8. Assignment and Subcontracting**

- 8.1 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, he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.
- 8.2 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, shall be under the direct control of the Individual Consultant. The Procuring Entity shall 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.

## **9. 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.

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

- 10.1 The Procuring Entity shall 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.
- 10.2 In view of the reliance by the Procuring Entity set out in 10.1 above, the Individual Consultant agrees to indemnify at his 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 her obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

10.3 At his 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 his obligations under the Contract.

10.4 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 he expresses a serious reservation.

## **11. Insurance**

11.1 The Individual Consultant shall ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.

11.2 The cost of such insurances shall be covered from reimbursable expenses of the Contract.

11.3 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.

11.4 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 the 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.

- 11.5 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.

## **12. Copyright**

- 12.1 Unless otherwise specified in this 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 licence to the Procuring Entity and its assigns for the use of the same in that connection.

- 12.2 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 Clause 12.1 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.

## **13. Non- Disclosure and Confidentiality**

- 13.1 The Individual Consultant shall 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.

- 13.2 If the Individual Consultant violates clause 13.1, then he shall 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 Individual Consultant in relation to the Procuring Entity.

## **14. Suspension or Termination**

- 14.1 In response to any factors out of the control of Procuring Entity, and/or to breaches of Contract by the Individual 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 14.3 below. If such suspension continues for a period in excess of 30 Days, then either Party may terminate this Contract forthwith by giving 30 Days written notice to the other.
- 14.2 The Individual Consultant may terminate this Contract at any time, if, after giving the Procuring Entity thirty (30) Days written notice of a material breach of the Contract, the Procuring Entity does not rectify such material breach within the said thirty (30) Days of receipt of the notice or such other period as may be agreed.
- 14.3 In the event of early termination of the Contract under Clauses 14.1 and 14.2, the Individual Consultant shall be entitled to a proportion of the fees payable for that part of the Services carried and approved by the Procuring Entity 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.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

## **15. Waiver**

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorised 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.

## **16. Variations**

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

## **17. Governing law**

- 17.1 This contract shall be governed by, and shall be construed in accordance, with the Botswana law.
- 17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.
- 17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.
- 17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

**18. Privileges and Immunities**

Nothing in or relating to this Contract will be deemed as a waiver, express or implied, of any of the privileges and immunities of SADC.

**19. Entire Agreement**

This Contract and any annexes hereto shall constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Contract except as specifically set forth in this Contract and any attachments hereto. The following Annexes are integral part of this Contract:

- (a) Annex 1: Terms of Reference; and
- (b) Annex 2: Payment Schedule and Requirements.

**IN WITNESS WHEREOF**, we the undersigned, being duly authorised, have signed this Agreement, in two (2) originals in the English language all copies being equally authentic.

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

## Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount exceeding the ceiling of ..... **Thousand United States Dollars (US Dollars .....**), which shall be considered as 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 as follows:

N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (Fees)</b>					

3. Payment shall be made in accordance with the following schedule:

- 20% of the contract price shall be paid upon submission and approval of the Inception report;
- 40% of the contract price shall be paid upon submission of draft report completed.
- 40% of the contract price shall be paid upon submission of final report.

4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

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

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