

# REQUEST FOR EXPRESSION OF INTEREST



## SELECTION OF INDIVIDUAL CONSULTANTS

**SHORT TERM CONSULTANCY TO DEVELOP SADC  
REGIONAL HARMONISED GUIDELINES FOR  
ESTABLISHMENT AND MANAGEMENT OF FISHERIES  
RESERVES/PROTECTED OR CONSERVED AREAS**

**REFERENCE NUMBER: SADC/3/5/2/171**

**23<sup>rd</sup> September 2021**

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

**“SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS”**

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\$ **7,000.00**. inclusive of professional fees and reimbursable expenses. Proposals exceeding this budget will not be accepted.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Proposal should be submitted by email clearly marked “REFERENCE NUMBER: **SADC/3/5/2/171** “SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS” to the email [reserves2021@sadc.int](mailto:reserves2021@sadc.int) by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **19<sup>th</sup> October 2021 at 14:00 hours** local (Botswana) time.
7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
General Qualifications and skills	30
General professional experience	30
Specific professional experience	40
<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 reimbursable and expenditure verification shall be excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees /total fees of the tender being considered) x 100.

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

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

8. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:

(i) **PRICES:**

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

(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 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.

9. The assignment is expected to commence within two (2) weeks from the signature of the contract.

10. Additional requests for information and clarifications can be made until ten (10) calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Mr Purpose Chifani

Telephone: **3951863**

Fax: **3972848**

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

Copy to [pchifani@sadc.int](mailto:pchifani@sadc.int) ; [mhlatshwayo@sadc.int](mailto:mhlatshwayo@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 seven (7) calendar days before the deadline for submission of the proposals.

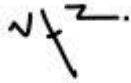
**ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Expression of Interest Forms**

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

Sincerely,



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**Name:** Mr Purpose Chifani

**Title:** Acting- Head of Procurement Unit

## ANNEX 1: TERMS OF REFERENCE



## TERMS OF REFERENCE

**CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED  
GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF  
FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS**

**TERMS OF REFERENCE:**

**CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS**

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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, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security.

About 40% of the region's population live below the poverty line of US\$1 per day. The fisheries and aquaculture sector is a major social and economic sector in the SADC region, contributing an average of 3.5% to national GDPs. From 2003 to 2020 fisheries production grew with substantial increases in the aquaculture subsector. In addition to its importance to the economies of many SADC countries in terms of income and creation of employment, the fisheries and aquaculture sector provides major, irreplaceable contributions to food and nutrition security in the region.

In order to optimize benefits from the fisheries and aquaculture sector, SADC Heads of State in 2001 endorsed the SADC Protocol on Fisheries. The Protocol aims to promote responsible and sustainable use of the living aquatic resources and aquatic ecosystems of interest to State Parties, in order to (i) promote and enhance food security and human health, (ii) safeguard the livelihood of fishing communities, (iii) generate economic opportunities from nationals in the region, (iv) ensure that future generations benefit from these renewable resources; and (v) alleviate poverty with the ultimate objective of its eradication.

### **1.4 Current situation in the sector**

Fisheries and aquaculture are critical to meeting nutritional and food security needs in SADC region. Food fish (finfish, crustaceans and molluscs) are important sources of protein, and their production and trade are extremely significant for most SADC countries, providing both economic development and empowerment in terms of contribution to GDP, consumption, employment, etc. The region has seen a growing trend in dietary changes, particularly in middle income countries, toward higher protein foods including seafood. It is expected that the demand for food fish will continue to increase in the years to come.

Sustainable and productive fisheries are required to meet the growing demand for fish and sustaining the viability of economic activities along the fish value chain. However, major fisheries worldwide are in crisis and in decline. Habitat degradation, illegal, unregulated and unreported fishing (IUU) (overfishing, negative ecosystem impacts and climate change) are some of the major causes of declining fish catches in marine and freshwater environments and they pose a significant risk to the sustainability of fisheries biodiversity and productivity. Technological innovations that increase the efficiency of fishing and increase profitability of fishing such as new fishing and fish processing methods and population growth are some of the major drivers of IUU fishing, overfishing and fisheries collapse.

Worldwide, fisheries management has been undergoing a paradigm shift from a single-species approach to ecosystem approaches. In the SADC region, Ministers responsible for

Fisheries have already adopted an approach to guide the development and implementation of ecosystem-based fisheries management (EBFM). The SADC's EBFM approach supports addressing the ecosystem interconnections to help maintain resilient and productive ecosystems, even as they respond to climate, habitat, ecological, and social and economic changes. Managing natural marine and inland water resources while taking into account their interactions with their environment and our human interactions with our resources and environment requires the support of ecosystem science, modelling, and analysis. Implementing EBFM will require using existing mandates and approaches that fit regional management structures and cultures.

Ecosystem based fisheries management actions consist of: (i) technical measures such as fishing gear types and closed seasons, input (effort) and output (catch) controls, (ii) ecosystem manipulation (habitat modification, environmental flows), community-based development (human capacity development, income diversification) and multi-sectoral collaboration (e.g. irrigation, land resources). In the SADC region, the common fisheries management actions for freshwater fisheries focus on gear restrictions (gear types and mesh sizes) and closed seasons. In marine fisheries, output controls and closed areas are also commonly used. Establishment of marine protected areas (MPAs) and freshwater protected areas is one of the technical measures that are implemented by fisheries managers to restore and conserve fisheries biodiversity. According to International Union for Conservation of Nature (IUCN) a protected area is a clearly defined geographical space, recognized, dedicated, and managed, through legal or other effective means, to achieve the long term conservation of nature with associated ecosystem services and cultural values.

Marine protected areas (MPAs) are well established as a fisheries conservation measure for restoring and conserving fisheries productivity in marine environments. Globally, MPAs are established under different conventions such as RAMSAR and World Heritage Sites (UNESCO). The management and protection of these MPAs is guided by several policy frameworks and legislations such as environment, biodiversity, coastal zone management and fisheries. The benefit from installing sanctuaries/reserves in aquatic systems is well reported for successfully re-establishing fish populations, increasing both abundance and species diversity.

Based on the success of MPAs, the concept is also increasingly being promoted for freshwater fisheries. A freshwater protected area (FPA) therefore is a zone of restricted use and access within freshwater systems analogous to terrestrial or marine protected areas that aim to conserve constituent resources. FPAs also play a role in reducing overfishing by protecting juveniles and with other fisheries management measures ensures sustainable fisheries production. FPAs increase fisheries productivity in fished areas through the spillover effect. This is defined as the exit of fish from the sanctuary/protected area due to crowding and general mobility of fish as fish abundance within the sanctuary/protected area increases. The result is that the fish become more plentiful outside the sanctuary/protected area where fishermen are able to harvest them.

It is against this background that a consultancy to develop a harmonised approach for Member States to explain the science behind the need to protect certain key habitats and to guide them in the steps to establish sanctuaries/protected areas and other forms of habitat protection, like the recently introduced concept of conserved fisheries areas (IUCN).

It is expected that once the harmonised guidelines have been developed, adopted and domesticated by Member States, will help in (i) empowering local fisheries authorities with exclusive fishing rights within a defined geographical boundary that empower them to co-manage the fishery sustainably by enforcing by-laws to protect endangered species; (ii) declare co-managed fish sanctuaries to protect critical habitats for threatened stocks, this should include breeding or nursery areas or areas of concentration of endangered species;

(iii) establish no-take zones to protect key species from exploitation; (iv) establish baselines and conduct follow up monitoring to assess impacts and if necessary adapt management strategies to reach the goals and objectives of the sanctuary/protected area design.

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

There are various interventions to support our regional efforts towards implementation of the Fisheries Protocol and related instruments, and EEOFISH programme is one such programme aimed at supporting regional actions. This EU funded programme aims to boost equitable economic growth through sustainable fishing practices in the Eastern Africa, Southern Africa and Indian Ocean (EA-SA-IO) cross region. The programme has three result areas: Result 1: Regional policies and institutional frameworks are enhanced to secure more sustainable fisheries management and contribute to marine biodiversity and climate resilience; Result 2: Strengthened capacity to prevent, deter and eliminate Illegal, Unreported and Unregulated (IUU) fishing in the EA-SA-IO region; Result 3: Concrete fisheries management and governance initiatives in small-scale inland and marine fisheries are supported with the possibilities of replication at regional level.

Under result 3, a project on “Strengthening Community Fisheries in KAZA” piloted introduction of fisheries reserves as best practices to improve fisheries management and governance, and develop sustainable fish value chains in fishing communities. These best practices will be used to develop these proposed guidelines which will be rolled-out throughout the region for adoption and further implementation.

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

### **2.1 Objective**

The objective of this contract is to develop a harmonised guideline to support Member States’ effort towards implementation of the EBFM and to strengthen national fisheries management policies and plans. This is in an effort to also help Member States to domesticate the Protocol on Fisheries, Code of Conduct for Responsible Fisheries, as well as to reach SDG and Aichi targets in so far as areas under protection/conservation.

### **2.2 Results to be achieved by the contractor**

The results expected from the assignment are:

- (i) Inception report that include the execution plan that will, inter alia, provide an assessment of the existing information available in the region; outlining a detailed approach and methodology for implementing this assignment;
- (ii) Draft harmonised guidelines including a model power-point presentation and promotion materials (infographics, pamphlets, booklets and flyers) that SADC Secretariat could publish; and
- (iii) A final close-out report with specific recommendations as outlined in the description of the assignment and tasks.

## **3. ASSUMPTIONS & RISKS**

### **3.1 Assumptions underlying the project**

There is commitment from Member States to provide necessary information and data, and that there is readily available technical information and data from national, regional and international research institutions and universities, and from regional and national projects.

### **3.2 Risks**

Delays in appointment of consultants; appointment of a consultant who doesn't understand fisheries management and governance, fish biology, including understanding of the regional fisheries sector. Lack of data and information from Member States and research institutions and universities (national, regional and international).

## **4. SCOPE OF THE WORK**

### **4.1 General**

#### 4.1.1. Project description

The SADC Member States are already introducing MPAs and FPAs within the EBFM concept. The harmonised guidelines will help Member States to fast track these interventions and provide a platform for cooperation and information and knowledge sharing.

#### 4.1.2. Geographical area to be covered

The beneficiaries are the SADC Secretariat and SADC Member States.

#### 4.1.3. Target groups

Member States fisheries managers, fish biologists, fishers and conservation practitioners, fishing community members.

### **4.2 Specific work**

The main tasks of this consultancy will include:

- (i) Literature review, identification and development of case studies representing success stories for MPAs and FPAs;
- (ii) Engagement with various stakeholders at national and regional levels to collect information, data and seek inputs;
- (iii) Documentation of lessons learned from existing MPAs and FPAs;
- (iv) Use existing guidelines (Malawi and KAZA) to guide drafting of regional guidelines;
- (v) Drafting of harmonised guideline document that includes the scientific basis for EBFM and implementation of MPAs and FPAs, socio-economic imperatives for MPAs and FPAs, gender and youth issues in MPAs and FPAs, MPAs and FPAs role in the fish value chains, issues regarding participatory approaches in the establishment and management of MPAs and FPAs, key milestones to be followed to achieve MPAs/FPAs, policy and legislative imperatives, transboundary considerations, adoption and implementation, monitoring and evaluation, R&D, knowledge and information management as well as advocacy, and mobilisation of resources;
- (vi) Development of infographics, flyers and other relevant promotional materials to popularise and advocate for adoption and domestication, and implementation of the guidelines; and
- (vii) Presentation of draft document to Secretariat and Member States for review and validation.

### **4.3 Project management**

#### 4.3.1. Responsible body

The Directorate of Food, Agriculture and Natural Resources (FANR) is responsible for this consultancy. The specific unit within the Director is the Fisheries Programme.

#### 4.3.2. Management structure

The consultant will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Technical Advisor for Fisheries. Project oversight will be provided by the SADC Technical Committee on Fisheries.

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

The only facilities to be provided are virtual meeting facilities (ZOOM meeting rooms), as well as access to online documents and reports.

### **5. LOGISTICS AND TIMING**

#### **5.1 Location**

The location of the assignment will be home based with possible travel to Gaborone, Botswana and selected SADC Member States, for initial meetings/presentations with project team (SADC Secretariat) and engagement with fisheries and aquaculture authorities in Member States and other relevant stakeholders.

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

This contract is expected to start in November 2021 and the period of implementation of the contract will be one (1) month from the date of appointment.

### **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. Profile of an Expert**

###### ***(i) General Qualifications and Skills***

- University degree in the field of fisheries economics, fisheries biology, fisheries management, aquaculture, natural resources management and related fields.
- Excellent report writing capability, track record in publication, especially in dissemination of science-based studies to communities through popular publications.
- Computer literate with good working knowledge of the standard Microsoft Office suite of programmes.
- Fluent in spoken and written English. Working knowledge of French and/or Portuguese is an added advantage.

###### ***(ii) General Professional Experience***

- At least 10-years post-graduate experience working on issues related to regional economic integration and fisheries and aquaculture management and development.
- Experience in doing similar projects in the field of natural resources, specifically in fisheries sector will be a strong advantage.
- Experience in working in or with or understanding of the SADC region and its policies, strategies and programmes in fisheries and aquaculture, and through knowledge of the SADC fisheries sector;

**(iii) Specific Professional experience**

- Knowledge and experience in undertaking fisheries management, including stock assessment and fisheries ecology.
- Knowledge and experience in socio-economic impact assessment systems (SEIAS) in fisheries.
- Experience and understanding of fisheries decision-making tools (viz. Ecosystems Approaches to Fisheries Management (EAF)).
- Knowledge and understanding of community-based natural resources management (CBNRM).
- Knowledge of processes engaged in establishment and implementation (including management) of marine protected areas (MPAs), voluntary marine conservation areas (VMCAs) and fisheries reserves/sactuaries.

**6.2 Office accommodation**

The Expert shall provide his/her own office accommodation.

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

The only facilities to be provided are virtual meeting facilities (ZOOM meeting rooms), as well as access to online documents and reports.

**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**

No incidental expenses shall be provided for under this contract.

**6.6 Expenditure verification**

Not applicable.

**7. REPORTS**

**7.1 Reporting requirements**

The table below provides an indicative reporting timetable for the assignment.

<b>Date</b>	<b>Required Output</b>	<b>Remarks</b>
1 <sup>st</sup> week of November 2021	Inception report and execution plan	To be cleared by Secretariat before initial payment effected.
3 <sup>rd</sup> week of November 2021	Draft harmonised guidelines	To be technically reviewed by Secretariat
Last week of November 2021	A final close-out report	To be technically reviewed by Secretariat

The expert will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Technical Advisor for Fisheries. The Director will approve all reports.

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

Copies of the reports referred to above must be submitted to the project manager identified in the contract. All reports and communications with the contracting authority shall be in English in MS Word/Excel/PowerPoint format, and ready for printing and distribution. Reports shall not exceed 50 pages. The SADC Secretariat will arrange for the translation of reports and communications into all SADC languages.

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of indicators**

This contract will be monitored and evaluated using five specific performance measures, viz. inputs, output, efficiency, quality and outcome.

- (i) Input measure will monitor the amount of resources (financial) being utilised to achieve the expected outcomes of this contract.
- (ii) Output measure will monitor how much was produced (products and actions) in line with the requirements of the contract.
- (iii) Efficiency measure will monitor the relationship between the amount produced (output) and the resources used (input).
- (iv) Quality measure will determine whether the expectations of the contracting entity (SADC Secretariat) and its stakeholders (Member States) are being met. These expectations include timeliness, accuracy, courtesy and meeting of contracting entity's needs.
- (v) Outcome measure will determine the extent to which the overall objective and purposes of the contract are met and are impacting on intended clientele (Secretariat and Member States).

### **8.2 Special requirements**

Not applicable.

**ANNEX 2: Expression of Interest Forms**

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT ..	17
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COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS

REFERENCE NUMBER: SADC/3/5/2/171

REQUEST FOR SERVICES TITLE:

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS** in accordance with your Request for Expression of Interests number **SADC/3/5/2/171**, dated **24<sup>th</sup> September 2021** for the sum of [*Insert amount(s) in words and figures*<sup>1</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

- a) *they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;*
- b) *they have been convicted of offences concerning their professional conduct by a judgment which 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;*

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

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

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

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

*[insert the details]*

**19. Statement:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any 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 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 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.*

**C. FINANCIAL PROPOSAL**

REFERENCE NUMBER: **SADC/3/5/2/171**– SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS

N o	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</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: **SADC/3/5/2/171** - SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS

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.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the project **SADC/3/5/2/171 - SHORT TERM CONSULTANCY TO DEVELOP SADC REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS** and reflected as such in the Annex 2 of this contract.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest **SADC/3/5/2/171 - SHORT TERM CONSULTANCY TO DEVELOP SADC**

## REGIONAL HARMONISED GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF FISHERIES RESERVES/PROTECTED OR CONSERVED AREAS

- 1.5 **Project Director** means the Coordinator – Support to Peace and Security in the SADC Region Project at the SADC Secretariat referred to in Annex 1 of this Contract.
- 1.6 **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. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect 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 duration of contract is as per the provisions in Annex 1.
- 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.

### 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.

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

- 5.1 For the duration of the Contract, the Individual Consultant will have a status of an independent contractor in his relationship with the Procuring Entity under this Contract.
- 5.2 The Procuring Entity will endeavor to assist, where possible, the Individual Consultant in obtaining visas, work permits and to meet other legal requirements to enable the performance of services, when necessary.
- 5.3 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.
- 5.4 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 5.3 above.

## **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 (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.

## **7. Compliance with this contract**

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

## **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, (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.
- 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, 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.

## **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 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.

10.2 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.

10.3 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.

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 (s)he expresses a serious reservation.

## **11. Insurance**

- 11.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 11.2 The cost of such insurances will 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 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 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.

## **13. Non Disclosure & Confidentiality**

- 13.1 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.
- 13.2 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.

#### **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 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.
- 14.2 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.
- 14.3 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.
- 14.4 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. No 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 authorized signatories on behalf of the Individual Consultant and the Procuring Entity respectively.

**17. 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.

- 17.1 This contract shall be governed by, and shall be construed in accordance, with 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.

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 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 <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

**35%** upon the Procuring Entity’s receipt of the *Inception Report* acceptable to the Procuring Entity;

**65%** upon the Purchaser’s receipt of a final close-out report acceptable to the Procuring Entity.

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.

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

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