

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

SHORT TERM CONSULTANCY TO DEVELOP P THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND

REFERENCE NUMBER: SADC/3/5/2/179

23rd 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 THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND”

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\$ 15,000.00.** 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/3/5/2/179** ““SHORT TERM CONSULTANCY TO DEVELOP THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND” ” to the email legalinstrument@sadc.int by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **Friday 22nd 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
Total	100

Technical Evaluation

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

Financial evaluation

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

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

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

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

(i) **PRICES:**

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

(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 and mmikuwa@sadc.int

Copy to pchifani@sadc.int ; pelago@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.

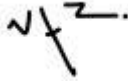
ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,

A handwritten signature in black ink, appearing to be 'P. Chifani', written over a horizontal line.

Name: Mr Purpose Chifani

Title: Acting- Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



TERMS OF REFERENCE

CONSULTANCY TO DEVELOP P THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND

TERMS OF REFERENCE:

**CONSULTANCY TO DEVELOP P THE LEGAL INSTRUMENT TO
OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND**

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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.

The vision of and ultimate impact desired by the Southern African Development Community (SADC) is one of a common future, a future in a regional community that will, among other objectives, ensure social-economic wellbeing and improve the standards of living and quality of life, freedom and social justice and peace and security for the peoples of Southern Africa. By 2050, we envision a peaceful, inclusive, middle to high income industrialised region, where all citizens enjoy sustainable economic well-being, justice and freedom. To attain this vision, SADC's expected specific results include the promotion of sustainable and equitable economic growth and socio-economic development that will ensure poverty alleviation with the ultimate objective of its eradication through regional integration.

With a population of 345.2 million people (2018), and growing at a rate of 2.5% per annum, the SADC region is increasingly developing into a huge market for the African region and beyond. The largest share of the population in the SADC lives in the Democratic Republic of Congo (DRC) with 26.6%, followed by South Africa with 16.7%, and the United Republic of Tanzania with 15.7%. The Gross Domestic Production (GDP) for the SADC region stood at \$721.3 billion in 2018, and growing at 1.8% per annum (SADC Statistical Report of 2018). However, inflation remains high and stood at around 18.6% increase between 2018 and 2019. There are cross country variations in inflation rates, with some SADC Member States recording double-digit rates – Zimbabwe (607.1%), Angola (16.6%), Malawi (11.5%), and Zambia (10.3%) over the 2018-2019 period. The lowest inflation rate was recorded in Mauritius and Seychelles at 1.6%. The importance of agriculture to social and economic growth, poverty reduction, food security, and nutrition remains central to the region's overall developmental agenda.

1.4. Current situation in the sector

Agricultural development in SADC is an indisputable pre-requisite for poverty reduction as well as a key strategy for the industrialisation of the region and therefore the attainment of the overall SADC Common Agenda. To realise this potential, the SADC Regional Agricultural Policy (RAP) was formulated as an overarching policy framework for the Region's agriculture sector. It was approved by SADC Council in August 2014. The RAP defines common agreed objectives and measures to guide, promote and support actions at regional and national levels in the SADC agricultural sector.

The RAP will be implemented in phases. The Regional Agricultural Investment Plan (RAIP) (2017 – 2022) implements the first phase of the RAP and was endorsed by SADC Council in March 2017. The RAIP will be operationalised through a financial instrument-based implementation mechanism, the

Agricultural Development Fund (ADF), designed to leverage public and private sector investment and financing for the agriculture and related sectors by lowering operational costs.

The funding of the ADF will be premised on a ‘contributory’ basis with the major contributors being the SADC Secretariat through resource mobilisation initiatives including through its International and Development Cooperating Partners; Member States through their Comprehensive Africa Agriculture Development Programme (CAADP) commitments to allocating funds to Agriculture; and the private sector beneficiaries through private sector funding sources.

The ADF will provide financial support to Member States in the form of loans and grants where such are applicable.

To advance the operationalization of the SADC ADF, the SADC Secretariat now seeks technical assistance to finalize the following outstanding aspect of the ADF:

Develop the legal instrument to operationalise the ADF with the view to establishing how the Fund will be operationalised, resourced and governed to fulfil its obligations in providing financial support for the implementation of the RAIP.

1.5. Related programmes and other donor activities

To advance the operationalization of the SADC ADF, the SADC Secretariat has already developed and defined the financial sustainability plan for the ADF with the view to establishing how the Fund will be resourced; how it will sustainably lend (and provide grants); and how it will sustainably grow in the long term. Further, the institutional, organisational and governance structure of the ADF for the most effective and efficient running of the institution to fulfil its obligations in providing financial support for the implementation of the RAIP has been developed including identifying and developing some set of bankable potential project proposals deriving from the RAIP to be funded through the ADF Facilities.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Objective

The objective of this consultancy is to develop a financing mechanism for programmes, projects and activities in the SADC agriculture sector as guided by the SADC Regional Agricultural Policy (RAP) and Investment Plan (RAIP). The consultants will leverage knowledge and lessons learnt from similar regional agricultural funds or development funds.

Management of genetic resources in the assignment should be approached from a holistic viewpoint that incorporates economics, science, conservation, risk analysis and uncertainty/fragility, as well as increased production and profitability.

2.2 Results to be achieved by the contractor

The assignment result is:

- a. Develop **the legal instrument to operationalise** the SADC ADF to meet the strategic objectives and targets set out in the Regional Agricultural Investment Plan (RAIP);
- b. Establish the purpose and membership of the ADF in alignment with:

- i. the requirements of the Regional Agricultural Investment Plan; and
 - ii. the regulations of the SADC Regional Development Fund (RDF);
- c. Develop **capital requirements of the ADF** in alignment with the ADF Financial Sustainability Plan and Institutional, Organisational and Governance Structure of the ADF including:
- i. The subscription of shares
 - ii. The payment of subscriptions
 - iii. Special facilities
 - iv. Powers of the fund
- d. Develop **operational modalities of the fund** in alignment with the ADF Financial Sustainability Plan and Institutional, Organisational and Governance Structure of the ADF with respect to:
- i. Use of resources
 - ii. Conditions of financing
 - iii. Form and terms of financing
 - iv. Cooperation with other International Organisations, Institutions and States
 - v. Governance principles
- e. Develop **organisation and management structures** in alignment with the ADF Financial Sustainability Plan and Institutional, Organisational and Governance Structure of the ADF with respect to the following structures:
- i. Board (composition, powers, proceedings, and decision making)
 - ii. Directors (composition, powers, proceedings, and decision making)
 - iii. Chief Executive Officer and Management
 - iv. Account holders at Member State level
 - v. Channel of communication
 - vi. Audits, reports, and statements
 - vii. Allocation of net income

- f. Develop **mechanisms for withdrawal, suspension of membership and termination of operation** of the fund with respect to:
 - i. Withdrawal by members of the fund
 - ii. Suspension of members
 - iii. Rights and obligations of members ceasing to be members of the fund
 - iv. Suspension of operation of the fund and disposal of assets
 - v. Termination of the operations of the fund and disposal of assets

- g. Develop **status, immunities and privileges** of the fund;

- h. Develop **interpretation and dispute resolution mechanisms and other provisions of the fund** including
 - i. Signatures
 - ii. Ratification
 - iii. Entry into force
 - iv. Accession
 - v. Accession of ICP and private sector

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 aquaculture research institutions and universities.

3.2 Risks

Delays in appointment of consultants; appointment of a consultant who doesn't understand the regional financial business mechanisms, including understanding of the regional agriculture sector. Lack of data and information from Member States and research institutions and universities (national, regional and international, as well as private sector organisations).

4. SCOPE OF THE WORK

4.1 General

4.1.1. Project description

This is a priority assignment based on the decision of the joint meeting of SADC Ministers responsible for Agriculture and Food Security, and Fisheries and Aquaculture held. Following the approval of the “Agriculture Development Funds”, Ministers directed the Secretariat to develop all the various instruments pertaining to the Operationalisation of the Regional Agricultural Fund (ADF).

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 agriculturalists and farmers.

4.2 Specific work

The main tasks and scientific guidance for this Consultants will include the development and submission of an Agreement on the Operationalisation of the ADF document outlining:

- a. Purpose and membership of the ADF;
- b. Capital requirements of the ADF;
- c. Operational modalities;
- d. Organisation and management;
- e. Mechanisms for withdrawal, suspension of membership and termination of operation of the fund;
- f. Status, immunities and privileges of the fund;
- g. Interpretation and dispute resolution mechanisms and other provisions of the fund

The following activities should be undertaken:

- a. Review experiences of other regional development funds including agricultural development funding initiatives;
- b. Draft the full set of documents required to operationalize the SADC ADF

The Consultants will be called upon to support the discussions among SADC Secretariat Directorates and SADC Senior Technical Officials towards understanding and the adoption of recommendations made from the study.

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 Food Security and Agriculture.

4.3.2. Management structure¹

The consultant will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Senior Programme Officer: Food Security and Agriculture. Project oversight will be provided by the SADC Agriculture Thematic Working Group.

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. The possible travel will only be realised depending on COVID 19 restrictions and limitations, at a particular time.

5.2 Start date & period of implementation

This contract is expected to start in October 2021 and the period of implementation of the contract will be 35 days 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 a Legal and Development Expert

QUALIFICATIONS AND SKILLS

- a. University degree in the field of law, finance, business administration or related field. Professional qualification in an area related to legal sector, economic development, banking or related field;
- b. Fluent in spoken and written English. Working knowledge of French and/or Portuguese is an added advantage; and
- c. Computer literate with good working knowledge of the standard Microsoft Office suite of programmes

SPECIFIC PROFESSIONAL AND OTHER REQUIREMENTS

- a. Experience in the assessment and formulation of legal documents;
- b. Experience in the establishment and operations of development finance / fund system will also be a requirement; and
- c. Experience working in the SADC region or in a regional or multilateral development finance institution, would be an asset.

GENERAL PROFESSIONAL

- a. At least 10 years post graduate experience working on issues related to legal instruments on either agriculture and/ or natural resources,
- b. Experience in having executed at least one or more of similar assignment in the field of agriculture.

- c. Experience in working in or with or understanding of the SADC Region and its policies, strategies and programmes.

6.2 Office accommodation

Not Applicable.

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, SADC documents as they relate to agricultural development.

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.

Date	Required Output	Remarks
2 nd week of October 2021	Inception report and execution plan. Execution Plan a. Develop an Execution Plan and submit by e-mail to SADC for consideration towards the development of an inception report b. In-depth desk review and analysis based on existing documents, experiences in other RECs and preparation and submission of the Inception Report;	To be cleared by Secretariat before initial payment effected.
2 nd week of November 2021	Draft Reports a. Preparation of the Draft Reports (including key documents) b. Presentation of drafts at workshops organised by Secretariat i. SADC Secretariat officials / SADC Senior Technical Officials, and ii. key stakeholders towards preparation of <i>Final Draft Report</i> for consideration by SADC Secretariat	To be technically reviewed by Secretariat

Last week of November 2021	A final close-out report Finalise and submit Final Report and all other documents including project proposals, manuals.	To be technically reviewed by Secretariat
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The individual consultant will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Senior Programme Officer Food Security and Agriculture. 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 contracts 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.

9. Maximum available Budget

The maximum budget for this assignment is USD15 ,000

ANNEX 2: Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT ..	18
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COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT SHORT TERM CONSULTANCY TO DEVELOP THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND

REFERENCE NUMBER: SADC/3/5/2/179

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 THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND** in accordance with your Request for Expression of Interests number SADC/3/5/2/179, dated 24th September 2021 for the sum of [Insert amount(s) in words and figures¹]. 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;*

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

REFERENCE NUMBER: SADC/3/5/2/179

- e) *they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are being currently subject to an administrative penalty.*

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE

[insert full name]

- 1. Family name: *[insert the name]*
- 2. First names: *[insert the names in full]*
- 3. Date of birth: *[insert the date]*
- 4. Nationality: *[insert the country or countries of citizenship]*

- 5. Physical address: *[insert the physical address]*
- 6. Postal address
- 7. Phone: *[Insert Postal Address]*
- 8. E-mail: *[insert the phone and mobile no.]*
[Insert E-mail address(es)]

- 9. Education:

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

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

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

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

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

[insert the details]

19. Statement:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 9 and 17 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 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

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

C. FINANCIAL PROPOSAL

REFERENCE NUMBER: SADC/3/5/2/179– SHORT TERM CONSULTANCY TO DEVELOP THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: **SADC/3/5/2/179** - SHORT TERM CONSULTANCY TO DEVELOP P THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND

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/3/5/2/179 - SHORT TERM CONSULTANCY TO DEVELOP THE LEGAL INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND”**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/3/5/2/179 - SHORT TERM CONSULTANCY TO DEVELOP THE LEGAL**

INSTRUMENT TO OPERATIONALISE THE SADC AGRICULTURAL DEVELOPMENT FUND

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

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

40% upon the Procuring Entity’s receipt of the *Inception Report* acceptable to the Procuring Entity;

60% 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.

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

² Indicate unit cost..