

## REQUEST FOR EXPRESSION OF INTEREST

## SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION

REFERENCE NUMBER: SADC/3/5/2/215

2 March 2022

Thomas Always

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

"CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION"

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 U\$\$58,000.00 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

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- 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/3/5/2/215 CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION" to the email address below:

#### nationalworkshops@sadc.int

- 6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is 23<sup>rd</sup> March 2022 at 10:00hours local (Botswana) time
- 7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	20
General professional experience	20
Specific professional experience	60
Total	100

#### **Technical Evaluation**

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

#### Financial evaluation

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

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

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

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

#### (i) PRICES:

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

#### (ii) EVALUATION AND AWARD OF THE CONTRACT:

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.
- The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, will be awarded the contract

#### (iii) VALIDITY OF THE EXPRESSION OF INTEREST:

Your Expression of Interest should be valid for a period of **90 days** from the date of deadline for submission indicated in Paragraph 6 above.

- 9. The assignment is expected to commence within two (2) weeks from the signature of the contract.
- 10. Additional requests for information and clarifications can be made until 10 calendar days prior to deadline indicated in the paragraph 6 above, from:

The closing date for receipt of requests for clarification shall be: 13th March 2022 at midnight Botswana local time

The closing date for responses to requests for clarification shall be: 16<sup>th</sup> March 2022 at midnight Botswana local time

The Procuring entity: SADC Secretariat Contact person: Mr. Purpose Chifani Telephone: +267 364 1989 / 3951863

Fax: **3972848** 

E-mail: tenders@sadc.int and tchabwera@sadc.int Copy to pchifani@sadc.int and jrutaihwa@sadc.int

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

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,

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Purpose Chifani

Acting Head of Procurement Unit

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



(Global Price)

# CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION

SADC/3/5/2/215

## TERMS OF REFERENCE

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#### 1. BACKGROUND INFORMATION

#### 1.1 Partner country and procuring entity

Southern African Development Community (SADC)

#### 1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

#### 1.3 Country background

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

Despite being endowed with diverse natural resources, the SADC region has not been able to industrialise and achieve structural transformation. Due to inadequate productive capacity, efforts to boost trade within the region through the SADC Free Trade Area, has not delivered the expected results and the value of intra-SADC trade has remained range bound for a decade and after reaching a high of 21.6% in 2016 has since retreated to 19.3% at the end of 2018. Exports from the region remain dominated by unprocessed or minimally processed products mainly from the agricultural and mineral sectors, as the region has made limited progress in terms of adding value and beneficiating its abundant resources by expanding and diversifying its industrial base. Indeed, current statistics indicate that the share of manufacturing value added in GDP has stagnated for over the past 8 years at about 11% of GDP. During the same period, the Sector's growth rate has not bridged 5%.

The SADC Treaty provides the overall structure and mandate for working towards regional integration of the region, whereas the revised Regional Indicative Strategic Development Plan (RISDP) 2020-2030 provides the framework for the trade and industrialization aspects. The RISDP 2020-2030 is premised on the foundation of Peace, Security and Good Governance and has four (4) main areas of focus as:

Pillar 1 – Industrial Development and Market Integration;

Pillar 2 – Infrastructure Development in Support of Regional integration;

Pillar 3 – Social and Human Capital Development; and

Furthermore, in order to address the challenges facing the region on regional integration, the SADC Summit of Heads of States and Government in April 2015 approved the SADC Industrialisation Strategy and Roadmap (SISR) 2015-2063 and directed the SADC Secretariat to develop a detailed and costed Action Plan for the Strategy which was approved in March 2017.

In order to ensure the successful achievement of the SADC Industrialization Strategy and Roadmap, all member states must fully understand the Strategy and how it relates to their national industrial strategies' development visions. The first major activity outlined within the Action Plan for SADC Industrialization Strategy and Roadmap is to support member states to "review and align national industrialization strategies and policies with the SADC Industrialization Strategy". Presently, many Member States do not have a full understanding of the core objectives outlined within the SADC Industrialization Strategy and how they relate to achieving an inclusive and sustainable growth trajectory for the region.

Throughout the world, industrial strategies are commonly drafted by external consultants, which undermines effective implementation, as governments do not have a full understanding of the logic underpinning the proposed projects and instruments. Research indicates that one of the most powerful ways to ensure effective implementation is to support governments to fully own and understand the proposed policies. This requires a participatory process of discussion, deliberation and capacity development. In the case of SADC, each Member State, will need to be supported to review their national industrial strategies and consider how they can best harmonize their policies in order to achieve SADC's Industrialization Strategies Objectives

#### 1.4 Current Situation in the Sector (Rationale)

The effective implementation of the envisaged strategic interventions and programmes of the strategy and road map depends on the institutional strengths and capabilities of the public and private technocrats that are charged with responsibility of coordinating the implementation process. Experience from industrialized countries, including the Asian Tigers, shows that capacity of the technocrats to design and implement good policies was a major factor in the success of industrialization programmes in the countries. Ability to design and redesign industrial development programmes to respond to emerging opportunities at regional and global level, and mitigate pitfalls in policymaking process is crucial and holds the key to unlocking the region's development potential.

In the SADC Region, the capacity and performance of the public sector that deals with industry related matters is generally low, and as a result, implementation of industry related strategies has in some cases been inadequate, constrained by a number of factors, including poor governance and ineffective monitoring and evaluation frame works. Other issues include; (i) weak coordination of policies, strategies and programmes, (ii) weak capability to design implement and monitor policies and strategies and weak management systems, (iii) weak incentives for encouraging capability improvements and performance, (iv)challenges to enhance private sector participation, (v) the challenge to harness the information, communication and technology for improved public service delivery, (vi) lacks of a systematic scheme for collecting, processing, storing and disseminating information on industry, and (vii) lack of harmonized system for capturing and reporting industrial statistics and information.

The key question is how to best design strategies and subsequent policies and the institutional set-up which can promote a process of inclusive and sustainable industrial development. Industrial policy is the proactive promotion of structural change, the encouragement of searching for new business models and the channeling of resources into promising and socially desirable new activities. Hence, industrial policy can be framed as the government actively promoting those economic activities that it sees as being socially beneficial, thereby acknowledging the infinite number of motivations that a country might have for supporting particular economic activities, depending upon their current context and ultimate objectives. This means governments go beyond the creation of general framework conditions for private sector development.

Despite the shift in the discourse on and acceptance of industrial policies by policy makers, a key challenge for many developing countries is the lack of appropriate capacities to independently design and implement adequate policy measures. In response to this challenge, the Secretariat has developed a programme that aims at supporting governments to independently design goal-oriented, evidence-based and context-appropriate industrial policies.

It is against this background that the Secretariat undertook a gaps analysis study and developed a capacity building programme to support member states and to be implemented in demand driven approach.

#### 1.5 Related programmes and other donor activities

One of the key component of the SADC Industrialisation Strategy and Roadmap (2015-2063) is the enhancement of industrial Competitiveness. This entails enhancing the competitiveness of the SADC region through implementing appropriate competitiveness industrial policies. In order to ensure the region improves its industrial competitiveness, the secretariat undertook a Regional Gaps Analysis and developed a Regional Programme to improve Industrial Competitiveness of SADC Member States. The study was premised on the fact that, on average, the competitiveness of most Sub-Saharan countries has not changed significantly over the last decade. This situation has implications on the SADC industrial competitiveness.

The industrial competitiveness in SADC describes the region's position within the current industrial global setting. Among the many actions that must be undertaken is the development of regional programme to improve competitiveness of Member States. This is designed to ensure that all SADC Member States strive to achieve the same goals of industrialization and eliminate chances of contradictory policy instruments that might work against the SADC industrialization objectives. Through the study, a capacity building programme was formulated. The programme covers the following areas:

- i. Awareness of SADC Industrialization Strategy and Roadmap (2015 -2063).
- ii. Value addition and export performance analysis.
- iii. Sector level competitiveness analysis.
- iv. Product and market diversification.
- v. Industrial value chain analysis.
- vi. Global and regional industrial demand dynamics.
- vii. Industrial employment and inclusiveness (including wages and gender related issues.
- viii. Drivers of industrial performance.
- ix. Projects monitoring and evaluation.
- x. Industrial policy cycle (policy design and implementation).

The effective implementation of the envisaged strategic interventions and programmes of the strategy and road map depends on the institutional strengths and capabilities of the public and private technocrats that are charged with responsibility of coordinating the implementation process. Experience from industrialized countries, including the Asian Tigers, shows that capacity of the technocrats to design and implement good policies was a major factor in the success of industrialization programmes in the countries. Ability to design and redesign industrial development

programmes to respond to emerging opportunities at regional and global level, and mitigate pitfalls in policymaking process is crucial and holds the key to unlocking the region's development potential.

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

#### 2.1 Overall objective

The overall objective of this assignment is to contribute to enhanced industrial competitiveness of the region through the evidence based design and monitoring of industrial policies and programs

#### 2.2 Specific Objective

The specific purpose of this contract are as follows:

- (i) Support policy makers in Republic of Seychelles by enhancing their capacity in the formulation and review of industrial policies.
- (ii) reflect on the key development challenges and industrialization objectives for their countries and the SADC region as a whole;
- (iii) Support Republic of Seychelles establish clear intervention logic connecting industrial policy objectives with regional development goals
- (iv) Conduct a review of the development vision and industrial policy objectives outlined in the SADC Industrialization Strategy and Action Plan
- (v) Introduce how evidence and indicators can be used to assess performance and set targets for industrial policy objectives that span economic, social and environmental dimensions
- (vi) Support the development of a "shared vision" amongst Member States to ensure effective collaboration towards the achievement of regional industrialization goals

#### 2.3 Results to be achieved by the contractor

- (i) strengthened institutional capacity of the SADC Secretariat and the member states' governments stakeholders (particularly republic of Seychelles) in the generation and use of industrial intelligence for evidence-based strategy setting and review;
- (ii) Improve their skills for performing sound analysis on different aspects of industrial development by creating rigorous analytical capacity that will be crucial for the elaboration of analytical reports, policy papers and market studies for industry (production of key analytical industry studies and policy briefs);

- (iii) The training will enable participants to:
  - 1. Become more familiar with measuring industrial and trade competitiveness benchmarked against relevant comparators.
  - 2. Demonstrate good practices on Competitive Industrial Performance index, dimensions and indicators, also at sectoral level.
  - 3. Become familiar with the available international database and calculation of indicators of industrial competitiveness.
  - 4. Draft analysis and cases studies based on the above.
- (iv) Trained delegates/ participants to train colleagues in the member states through national capacity building program

#### 3. ASSUMPTIONS & RISKS

#### 3.1 Assumptions underlying the project

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

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

#### 3.2 Risks

Risks	Risk level	Mitigating measures
	(H/M/L)	
Some Member States may not fully		The SADC Member States have shown
commit and participate in	М	commitment by adopting the Industrialisation
deepening the regional integration		Strategy and Action Plan as well as the recently
process through industrialisation		adopted RISDP 2020 – 2030 which all places
		industrialisation at the forefront of regional
		integration.
SADC Member States maintain	М	Provide evidence-based policy measures through
policies inadequate to support		industrial capacity building would facilitate the
regional industrialisation		improvement of industrial competitiveness.

Risks	Risk level	Mitigating measures
	(H/M/L)	
SADC Secretariat may not have		The new organogram approved by SADC includes
sufficient capacity to effectively	М	several positions devoted to the industrialisation
manage the consultancy		agenda. The Secretariat intends to outsource the
		services of a consulting firm to carry out this
		exercise.
Challenge to access information	Н	The trainings will be carried on demand based
from Member States, the private		approach, where MS are required to request for
sector and other stakeholders where		this assistance. This will ease access of required
necessary due to Covid-19		information.
Pandemic		

#### 4. SCOPE OF THE WORK

#### 4.1 General

#### Project description and Specific Work

In order to ensure a full alignment of Member States national industrial policies with the SADC Industrialization Strategy and Action Plan, a large-scale capacity building and support program will be required. Each Member State will need to conduct an internal review of their industrial policies and conduct an analysis of their industrial performance as it relates to the SADC Industrialization objectives and strategies. However, before this can happen at the national level, it is critical that all Member States review, and fully understand, the core objectives outlined within the SADC Industrialization Strategy.

As the SADC Industrialization Strategy and Road Map includes a wide range of objectives, strategies, projects and instruments, it will not be possible to cover all aspects of the Industrialization Strategy in this first review. Therefore, the focus on this first training will be driven by the request from each member states on the areas that they need to be supported i.e. to review the development vision and core industrial policy objectives outlined within the national Industrial Strategies and SADC's Industrialization Strategy to ensure alignment.

On the basis of this first training, Member States will then have an opportunity to outline what additional capacity building support activities they would desire in order to improve the policy environment for industrial development in the region.

#### 4.2 Specific Work

#### 4.2.1 Activities and Estimated Budget

Output	Output targets	Activity	Sub-Activity and detailed	Cost (\$)
			outputs	
National	Comprehensive	Prepare Training	Developing training	58,000
workshops to	Training	material/Modules	materials/Modules and a short report	Budget
•	Materials/Modules for	and organise and	outlining the proposed training	extension
support	use in National	conduct at least one	modules and training agenda based	is not
Member States	workshops including	(1) national	on a capacity building program	available
on	training reports.	workshop to be	Developing a rigorous training	due to
Strengthening		delivered physically	program, based upon the capacity	limited
institutional		to 1 Member State	building program and to conduct a	funds.
		(Seychelles). The	one-week training program in	
'		workshop will have a	Seychelles and assist them in	
industrial policy		duration of 5 days.	formulating a new Industrial Policy	
Implementation		The workshop will be	Deliver training sessions in Seychelles	
undertaken		defined by the	Deliver a Training Results Report	
		Secretariat based on	within 6 weeks from effective end	
		the request submitted	date of the workshops	
		by Member States.	1	

#### 4.2.2 Geographical area to be covered

The assignment will be carried out in the SADC Member States. Specifically, the training will only be covered in Seychelles.

#### 4.2.3 Target groups

The Consultancy is expected to target the following groups;

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

#### 4.3 Project management

#### 4.3.1 Responsible body

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

#### 4.3.2 Management structure

The consultancy falls in the Directorate of Industrial Development and Trade in the Industrialisation and Competitiveness Unit. The Senior Programme Officer (SPO) responsible for Industrialisation and Competitiveness will oversee the work of the consultants on a daily basis for the duration of the project. The SPO Industrialisation and Competitiveness will follow up on quality checks in terms of the realisation of project objective, results and outputs and facilitate approval of reports via the Director.

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

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

#### 5. LOGISTICS AND TIMING

#### 5.1 Location

The assignment will involve traveling to Republic of Seychelles.

#### 5.2 Start date & period of implementation

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

#### 6. REQUIREMENTS

#### 6.1 Staff

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

#### 6.1.1 Experts

This assignment is expected to be carried out by an individual consultant as the Master Trainer. Within the Team, there should be evidence of in-depth knowledge covering the industrial competitiveness. The specific profile is provided below:

#### Master Trainer

#### Qualifications and Skills

A minimum of Master's Degree in Economics, Development Studies, or international trade, Business development.

#### General Professional Experience

The Team leader should have a minimum of 15 years of experience with a proven track record of conducting capacity building preferably in Africa. Experience of working within international development, organizations/agencies, agriculture or industry based institutions is an added advantage.

#### Specific professional experience

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

- a) Have extensive knowledge and understanding of Industrial Competitiveness and their role on industrialisation process, preferably in the context of regional economic groupings
- b) Demonstrated knowledge of designing capacity building programmes;
- c) Demonstrated knowledge of private and public sector in general and particular as strategic drivers of industrialisation and competitiveness in the SADC region;
- d) Sound language skills in English;
- e) Proven record in drafting technical reports and presentation of technical papers; and

f) Have knowledge and expertise on regional integration, preferably in the context of economic groupings in Africa.

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

#### 6.1.2 Support staff & backstopping

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

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

#### 6.2 Office accommodation

No office accommodation will be offered to a consultant, however, the Consultant is expected to be fully self- sufficient in terms of accommodation, office space, office supplies, office equipment and transport.

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

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

#### 6.4 Equipment

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

#### 6.5 Incidental expenditure

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

#### 6.6 Expenditure verification

No expenditure verification report is required

#### 7. REPORTS

#### 7.1 Reporting requirements

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

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

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

Output Monitoring	Description	Timelines
Indicator		
Preliminary report	The Trainer will be responsible for	Within 1 week of the
	developing a short report outlining the	effective date of contract.
	proposed training modules and training	
	agenda based on a capacity building	
	program.	
Training Program	The Trainer will be responsible for	Conduct a one-week
	developing a rigorous training program,	training program to the
	based upon the capacity building program.	Republic of Seychelles and
		assist them in developing
		a new industrial policy
Training Results	The Trainer will be expected to deliver a	Within 6 weeks from
Report	Training Results Report	effective end date of the
		workshops.

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

• 20% of the contract price shall be paid upon submission and approval of the Inception report;

- 40% of the contract price shall be paid upon submission of draft report completed.
- 40% of the contract price shall be paid upon submission of final report.

#### 7.2 Submission & approval of reports

Copies of the reports referred to above must be submitted to the project manager identified in the contract (SPO-IC). The reports must be written in English. The project manager is responsible for approving the reports.

#### 8. MONITORING AND EVALUATION

#### 8.1 Definition of Indicators

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

#### 8.2 Special Requirements

None

#### 9. BUDGET

The assignment is budgeted for within the SADC Secretariat's Directorate of Industry, Development and Trade budget. This Service contract budget is for a maximum value of US\$ 58,000.

\* \* \*

## ANNEX 2: Expression of Interest Forms

A.	COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT	. 22
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	FINANCIAL PROPOSAL	

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

REFERENCE NUMBER: SADC/3/5/2/215

CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the "CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION" in accordance with your Request for Expression of Interests number SADC/3/5/2/215, dated 20<sup>th</sup> August 2021 for the sum of *[Insert Amount]*) This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *does* include any of the following taxes in Procuring Entity's country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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:
[indicate the month and the year]	[insert the name of the diploma and the specialty/major]
[indicate the month and the year]	[insert the name of the diploma and the specialty/major]

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

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

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

bodies:

12. Other skills: [insert the skills]
13. Present position: [insert the name]
14. Years of experience: [insert the no]

15. Key qualifications: (Relevant to the assignment)

[insert the key qualifications]

16. Specific experience in the region:

Country	Date from - Date to
[insert the country]	[indicate the month and the
	year]
[insert the country]	[indicate the month and the
	year]

## 17. Professional experience:

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

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

[insert the details]

#### 19. Statement:

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

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 9 and 17 above<sup>1</sup>, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 17 above, to obtain directly reference about my professional conduct and achievements.

Date:
<del></del>

ATTACHMENTS: 1) Proof of qualifications indicated at point 9

2) Proof of working experience indicated at point 17

<sup>&</sup>lt;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

## CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION

### REFERENCE NUMBER: SADC/3/5/2/215

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

Signature [In full and initials]:	
Name and Title of Signatory:	

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

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

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

#### STANDARD TERMS OF CONTRACT

#### (Individual Consultant)

#### **REFERENCE NUMBER:**

This Contract ("Contract") is made on the one hand,

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

and, on the other	hand,	
	(hereinafter referred to as th	• 1
	issued on	•

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

AND WHEREAS the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and is willing to perform these Services;

**NOW THEREFORE THE PARTIES** hereby agree as follows:

#### 1. Definitions

For the purpose of this contract the following definitions shall be used:

- 1.1 Contract means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.2 Contract Value means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests for the project- SADC/3/5/2/215 CONSULTANCY TO CARRY OUT NATIONAL WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION and reflected as such in Annex 2 of this Contract.
- 1.3 Day means a calendar day excluding Saturdays, Sundays and Public Holidays in Botswana.
- 1.4 Individual Consultant means the individual to whom the Procuring Entity has awarded this Contract following the Request for Expression for the project SADC/3/5/2/215 CONSULTANCY TO CARRY OUT NATIONAL

## WORKSHOPS TO SUPPORT MEMBER STATES ON STRENGTHENING INSTITUTIONAL CAPACITIES FOR INDUSTRIAL POLICY IMPLEMENTATION

- 1.5 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.
- 1.6 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to him in this Contract and his details are as follows:

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

1.7 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract.

#### 2. Effective Date and Duration

- 2.1 This Contract shall enter into force on the date of its last signature by either of the Parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.2 The Services shall be implemented for a period not exceeding *6 months* from the date of entry into force of the Contract.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract, shall expire after all the outputs stated in Annex 1 have been delivered.

#### 3. The Services

The Individual Consultant shall undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall, in the performance of the Services, exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

#### 4. Payment

 ......) fixed cost, in accordance with the provisions of Annex 2 to this Contract.

- 4.2 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his obligations hereunder in full as stated in the Annex 1 to this Contract.
- 4.3 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the Services provided were delivered and accepted by the Procuring Entity.
- 4.4 Notwithstanding the provisions of this clause, failure by the Procuring Entity to make payment claimed by the Individual Consultant under this Contract shall not entitle the Individual Consultant to terminate this Contract if such payment has been withheld, delayed, or disapproved by the Procuring Entity due to unsatisfactory work done, or unacceptable invoice submitted, by the Individual Consultant.

#### 5. Status of the Individual Consultant

- 5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.
- 5.2 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this Contract. Such costs shall be assumed included in the Individual Consultant's fees.

#### 6. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity, he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

#### 7. Compliance with this Contract

7.1 The Procuring Entity shall be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this Contract, and for a period

of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this.

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

#### 8. Assignment and Subcontracting

- 8.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part, share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.
- 8.2 When the Project Director agrees that the activities under the Contract can be performed by a third party, the third party involved in the delivery of services in this Contract, shall be under the direct control of the Individual Consultant. The Procuring Entity shall not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

#### 9. Breach of the Terms

In the event of a breach of any Terms of the Contract, the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

#### 10. Liability of the Individual Consultant

- 10.1 The Procuring Entity shall be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this Contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 10.2 In view of the reliance by the Procuring Entity set out in 10.1 above, the Individual Consultant agrees to indemnify at his own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this Contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them:
- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the Contract Value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform her obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 10.3 At his own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the Services in the event of the Individual Consultant's failure to perform his obligations under the Contract.
- 10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which he expresses a serious reservation.

#### 11. Insurance

- 11.1 The Individual Consultant shall ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 11.2 The cost of such insurances shall be covered from reimbursable expenses of the Contract.
- 11.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
- 11.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which the Procuring Entity shall be entitled to take out insurance itself to cover any potential

- liability to its own Procuring Entity in relation to the performance of the Services under this Contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 11.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this Contract.

#### 12. Copyright

- 12.1 Unless otherwise specified in this Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licenses in respect of the same. Except as permitted by the terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this Contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.
- 12.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this Contract and, without prejudice to the generality of Clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

#### 13. Non- Disclosure and Confidentiality

- 13.1 The Individual Consultant shall treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
- 13.2 If the Individual Consultant violates clause 13.1, then he shall automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Individual Consultant in relation to the Procuring Entity.

#### 14. Suspension or Termination

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

#### 15. Waiver

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

#### 16. Variations

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

#### 17. Governing law

17.1 This contract shall be governed by, and shall be construed in accordance, with the Botswana law.

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

#### 18. Privileges and Immunities

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

#### 19. Entire Agreement

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

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

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

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

Annex 2: Payment Schedule and Requirements

- 2. The breakdown of prices is as follows:

N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FI	NANCIAL OFFE				

- 3. Payment shall be made in accordance with the following schedule:
  - 20% of the contract price shall be paid upon submission and approval of the Inception report;
  - 40% of the contract price shall be paid upon submission of draft report completed.
  - 40% of the contract price shall be paid upon submission of final report.
- 4. Payment Conditions: Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

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

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