

**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANTS**

**SADC PLANT GENETIC RESOURCES CENTRE**

**SHORT TERM CONSULTANCY DEVELOPMENT OF THE SOUTHERN  
AFRICAN DEVELOPMENT COMMUNITY (SADC) REGIONAL PLANT  
GENETIC RESOURCES CONSERVATION AND SUSTAINABLE  
UTILIZATION STRATEGY**

**REFERENCE NUMBER: SPGRC /6/2**

**August 2020**

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

**SHORT TERM CONSULTANCY DEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) REGIONAL PLANT GENETIC RESOURCES CONSERVATION AND SUSTAINABLE UTILIZATION STRATEGY**

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 professional fees for this contract is US **\$6,020.00**. Proposals exceeding this budget will not be accepted.

5. 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.

6. Proposals should be submitted by e-mails only to; [spgrc@zamnet.zm](mailto:spgrc@zamnet.zm) copying [spgrc@sadc.int](mailto:spgrc@sadc.int) by 10th December 2020
7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Educational Qualifications	20
Specific Experience	60
General Experience	20
Total	100

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 formal and technical compliant to the requirement will be evaluated by comparison of their prices. An Expression of Interest is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above), has received minimum 80 points at the technical evaluation, and the financial proposal does not exceed the maximum available budget for the contract. The award will be made to the applicant who obtained the highest technical score and submitted administrative and technical compliant Expression of Interest.
- (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 take 20 working days from the signature of the contract.
10. Additional requests for information and clarifications can be made until seven(7)calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SPGRC**  
 Contact person: **Mrs MB Phiri**  
 Telephone: **211399200/1**  
 E-mail: [jshava@sadc.int](mailto:jshava@sadc.int)  
**Copy to;** [spgrc@zamnet.zm](mailto:spgrc@zamnet.zm) and [spgrc@sadc.int](mailto:spgrc@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 3 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**



## TERMS OF REFERENCE

### DEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) REGIONAL PLANT GENETIC RESOURCES CONSERVATION AND SUSTAINABLE UTILIZATION STRATEGY

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#### INTRODUCTION

Apart from using the main SADC Secretariat based in Gaborone, Botswana and Member States institutions to implement its programmes, SADC has also established centres of excellence that implement special programmes requiring technical knowhow in addition to the coordination role played by the main SADC Secretariat. SADC places food and nutrition security in the region as one of its priority goals in addition to the realization of the role that agriculture plays in the industrialization of value chains in Member States and the region at large. To ensure that there is uninterrupted flow of raw materials and other ingredients in the agriculture value addition process, SADC has paid attention to the whole agriculture value chain system from conservation of plant genetic resources (PGR), high quality crop variety development, agriculture productivity and agriculture products processing for value addition. The SADC Plant Genetic Resources Centre (SPGRC) is the institution of SADC tasked with the promotion and coordination of conservation and sustainable utilization of plant genetic resources. SPGRC was established in 1989 and is located in Lusaka, Republic of Zambia, where a regional genebank for SADC is situated. Since its establishment, the Centre has been working with Member States to promote sustainable plant genetic resources conservation and utilization for sustainable development in agriculture. However, times have changed and we have witnessed the ushering of new developments in global agriculture and especially in the area of conservation of plant genetic resources. Conservation and utilization of plant genetic resources has become inclusive than before. Over the past two decades, the world has crafted new global policy frameworks guiding the global approach to conservation and sustainable utilization of plant genetic resources for food and agriculture. The policy frameworks are centered on the Nagoya Protocol on Access and Benefit Sharing (AB) of 2010 of the UN CBD and the International Treaty on Plant Genetic Resources for food and Agriculture (ITPGRFA) of 2004). Globally, there is growing emphasis on the need to share the benefits derived from plant genetic resources with communities from which the material is extracted. New technologies for ex situ conservation of plant genetic resources have been developed such as tissue

culture and cryopreservation while community inclusive approaches such as community seed genebanks and on-farm conservation programmes are gaining prominence. There is also a better appreciation of climate change impacts across the globe and the need to take precaution against the negative impact of climate change is a shared value globally. Plant genetic resources and crop wild relatives (CWR) have a role to play in anchoring agriculture against climate change when they are used in crop improvement programmes as sources of novel genes and directly as sources of food and nutrition.

There has to be continuous realization of the importance of plant genetic resources in the livelihood of the people of Southern Africa. The only way to have the idea in perpetuity is to involve women and the youth. Hence strategies to involve the youth in plant genetic resources conservation like inclusion of such topics in the education curriculums at all levels of education is emphasized.

These Terms of Reference are aimed at Developing a SADC Regional Strategy for Conservation and Sustainable Utilization of Plant Genetic Resources. The task must start by restating the Vision, Mission and strategic objectives of the SPGRC as a SADC institution tasked with the promotion of conservation of plant genetic resources in the region and evaluating the work of the SPGRC from the time of its inception in 1989 to date. A Strategy is then outlined based on the lessons learnt, updated strategic objectives and current global development trends in agriculture but emphasizing the agricultural needs of SADC going into the future. It must be clear that no individual country is self-sufficient in plant genetic resources hence the need for Member States to share available resources in a fair and transparent manner for the benefit of the region's agriculture and to fulfil the goal of SADC of regional integration and the fulfillment of the SADC Regional Agricultural Policy and industrialization strategy.

## **1.1 Background and Context**

Plant Genetic Resources (PGR) or plant germplasm refers to a collection of living plant material such as seeds, plant tissues, or living plants collected and stored in controlled facilities or under intensive field management for use in crop improvement, direct seed provision to farmers or any other research and training purposes. The most important attribute of plant genetic resources is their wide genetic diversity which make them a useful ingredient in plant breeding at all times since plant breeding relies on the availability of variation. Since the beginning of civilization when Man started farming, plant genetic variation has always resided in the farmers' fields. Then, nature was balanced and existing plant genetic diversity could exist in nature without any threat of extinction. However, the rapid industrialization that was witnessed after the Second World War also brought rapid advances in global agriculture development. Use of refined scientific methods of plant breeding from the early 1950s resulted in the development of very high yielding crop varieties in the form of hybrids and farmers across the world moved en masse to embrace the new varieties abandoning the well adapted farmer varieties. Over a short space of time, the traditional custodians of crop diversity abandoned the crops they looked after for centuries before. In addition, frequent occurrence of extreme weather conditions has also left many of the plant

germplasm less adapted to the new conditions ushered upon the world and at serious threat of being wiped off the globe yet they are rich reservoirs of genetic diversity. Something had to be done at global level to save the threatened crop diversity from becoming extinct. That is when, through the efforts of the FAO and other global bodies like the International Plant Genetic Resources Institute (IPGRI), institutions like the CGIAR (Consultative Group on International Agriculture Research) group were formed to manage the global plant genetic resources. Plant germplasm of the world had to be collected and safely stored centrally and even improved to make it better utilizable for global food and nutrition security.

The SADC Plant Genetic Resources (SPGRC) was established in 1989 for the same purpose of coordinating the conservation of plant genetic resources in the Southern African Development Community countries after a realization of the threat of loss of such resources. The SPGRC was established initially as a joint project between SADC and Nordic Donors, where, initially, the Nordic Donors fully supported the programmes on a reducing process as SADC funded it at an increasing basis until it fully took over the funding in 2011. The main objective of the programme was to establish a SADC regional genebank which would act as a base collection for all plant genetic resources from SADC Member States. In addition, the SPGRC was to help each of the Member States to establish national genebanks that would coordinate the collection and conservation of plant genetic resources in the Member States. Duplicates of all the collected plant genetic resources would be sent to the SPGRC to make the regional base collection of crop germplasm. In turn, SPGRC, was supposed to duplicate all accessions in its base collection at any CGIAR managed global genebank for safety storage. SPGRC as a regional institution was also supposed to coordinate promotion of sustainable PGR conservation and utilization as well as conduct capacity building in the region for the same. Institutional arrangements were supposed to be put in place in the Member States to ensure the effective delivery of the mandate of the SPGRC.

The SPGRC has been around for the past thirty (30) years carrying out its mandate. Since its establishment there has not been a reassessment of the role of the Centre in the region to get an understanding of the achievements it has made to date, and how best it could progress with its work, considering the new realities. Such an evaluation would be necessary to ensure that the work of the Centre remains focused on achieving its initially set goals and where necessary make adjustments in line with the changing national, regional and global policy and operating environment.

## **1.2 Objective of the Assignment**

The overall objective of this assignment is to undertake an in-depth evaluation of the functions of the SADC Plant Genetic Resources Centre and come up with Southern African Development Community (SADC) Regional Plant Genetic Resources Conservation and Sustainable Utilization Strategy. The work should be centred on the current and expected future regional agricultural challenges, possible mitigating measures and guidance at what should be done in future to make the Centre more relevant to the needs of the region given the prevailing and expected climatic conditions and the state of food security in the region. The

evaluation will include an assessment of the institutional arrangement of the Centre to determine whether it is sufficient to allow it to carry out adequately its functions. A check on the infrastructure arrangement at the Centre and the skills available to ascertain its ability to achieve its goals should also be included. The assignment will also include an analysis of the existence controls (policies, rules, guidelines, procedures, etc.) for the institution to deliver quality work.

The assignment is expected to examine achievements of the Centre from its time of inception against the set objectives of the institution. At the end of the assignment it is expected that a strategy document to guide the PGR conservation work of SADC is produced.

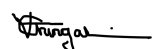
### 1.3 Tasks

The following tasks are envisaged in this assignment:

- (i) Development of the of the Southern African Development Community (SADC) Regional Plant Genetic Resources Conservation and Sustainable Utilization Strategy.

In doing so, the consultant should be guided but not limited by the points below:

- a. Identify and record the achievements of SPGRC at regional, national and international level in line with SPGRC mandate at national, regional and international level on conservation (*in-situ / ex-situ*), characterisation and utilisation.
- b. A brief assessment of whether the SPGRC fulfills its existence as outlined in the vision and mission if there were there before.
- c. Evaluate and report the level of achievement of SPGRC set goals at regional, national and international level since its inception.
- d.
- e. A concise summary of the role of plant genetic resources in the agriculture value chain.
- f. Identify and re-state the Vision, Mission and strategic objectives of the SPGRC as a SADC institution responsible for promoting and coordinating conservation of plant genetic resources in Member States.
- g. An insight on the importance and disadvantage of biotechnology in conservation and its necessity to the Centre's and Member States operations.

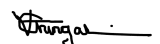


- h. The study could also be centred on the regional current challenges versus the previous ones, mitigating measures and step forwards to what should be done in future to make the Centre more important to the region.
- i. Assess the SPGRC's available infrastructure and determine if it is capable of enabling it to achieve its roles.
- j. Recommend infrastructure that enables SPGRC to effectively achieve its role.
- k. Assess the staff and skills available at SPGRC to determine the needed skills for effective implementation of programmes.
- l. Determine and advise how youths and women can effectively and gainfully participate in PGR conservation in Member States.
- m. PGR knowledge management, information sharing and effective publicity about PGR programmes within the SADC region and beyond.
- n. Articulate how the challenges faced by SPGRC to deliver its mandate effectively including concept of access and benefit sharing of PGR can be realised in SADC.

#### **1.4 Expected Results and Deliverables**

The main expected results/deliverables of this assignment are:

- (i) Southern African Development Community (SADC) draft Regional Plant Genetic Resources Conservation and Sustainable Utilization Strategy.
- (ii) An in-depth evaluation of the SPGRC work in the form of a report with recommendations. The strategy must show:
  - (a) A brief summary of the achievements of the SPGRC over the thirty (30) years of its existence.
  - (b) An evaluation of the achievements of SPGRC at regional, national and international level
  - (c) A clear restatement of the SPGRC Vision, Mission and objectives but also clearly indicating that it is an institution under the Food Agriculture and Natural Resources Directorate of SADC.
  - (d) Show clearly how its programmes are funded.



- (e) The infrastructure available at SPGRC and indicate whether it is capable of enabling it to achieve its role and a recommendation for additional infrastructure both at SPGRC and Member States level.
- (f) Synopsis of the PGR conservation skills available at SPGRC and a recommendation on additional skills needed for it to achieve desired goals in line with modern global trends.
- (g) An assessment and recommendation on whether biotechnology is a viable tool for PGR conservation at SPGRC and recommendations on the needs for it to be established.
- (h) A recommendation on the possibility of including the PGR conservation in education curriculum in agriculture or natural resources management studies at all levels in Member States.
- (i) A recommendation on how youths and women participation in plant genetic resources conservation in SADC Member States.

## **1.5 Approach and Methodology**

The assignment will broadly entail:

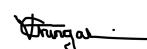
- (i) Undertaking a desk review of key documentation including MoUs, annual reports and records of former SPGRC Board Meetings as well as Sectoral Ministerial and Council records. Agreements with other institutions may also be reviewed.
- (ii) Interviews with staff at the SPGRC and in National Plant Genetic Resources centers (NPGRCs) of at least eight Member States.
- (iii) Interviews with relevant staff at SADC Directorate of Food Agriculture and Natural Resources (FANR) Regional Validation Meeting to secure inputs and agreements by the Member States

## **2. TIMELINES**

This assignment is planned to be undertaken over a period of 20 working days, spread over a maximum period of 1.5 months. The actual level of effort will be agreed to between the Consultant and SADC Secretariat at the time of contract negotiation and award.

## **3. BUDGET**

The cost of this assignment is estimated at US\$6,000. Costs will cover professional fees (man days required) and expenses which will incorporate travel and accommodation.



#### 4. REQUIRED QUALIFICATIONS

The assignment should be carried out by an Individual Consultant who will be able to provide a range of expertise. The expertise should cover the following broad aspects:

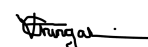
- i) Relevant minimum academic qualifications of the expert: MSc or Higher preferably in Plant Genetic Resources Conservation/Management, Plant Breeding or related fields.
- ii) An appreciation of agricultural research organizational structures.
- iii) The key expert should have a minimum of ten years' prior experience relevant to the assignment.
- iv) Prior knowledge of SADC policy thrust like the RISDP and the Industrialization Strategy and Roadmap is an added advantage.
- v) Regional or international experience in carrying out a similar assignment and appreciate global policies on PGR conservation.
- vi) Experience in conducting research especially in the area of agricultural development policy.
- vii) User friendly report writing skills and strong written and oral communications skills.

##### 4.1 QUALIFICATIONS AND EXPERIENCE RANKING CRITERIA

CRITERIA	POINTS
Educational Qualifications (i)	20
Specific Experience(ii, iii, iv, and v)	60
General Experience(vi and vii)	20
<b>Total</b>	<b>100</b>

#### PROJECT MANAGEMENT AND COORDINATION TEAM

1. The individual consultant will take full responsibility for the smooth and timely delivery of outputs for the project. The role of SPGRC will mainly be to support the consultant with the relevant documentation and to make the necessary logistical arrangements for the assignment requirements. At the technical level, the consultant will be supervised by the Documentation and Information section consisting of the SPO and the TO Documentation and Information Officer regular updates and respond promptly to the requirements of SPGRC as well as stick to the timelines provided.



Name	Designation	Contacts
Justify Shava	Head - SPGRC	jshava@sadc.int

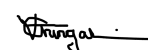
## TIMELINE

The dates and timing below are approximate and may be reviewed upon inception of the consultancy.

No	Activities	Outputs	Responsible	Duration (Days)	Indicative Timing
1	Launch meeting	Work outline	Consultant	1	
2	Desk Review of key SADC (SPGRC) documents	Report of current SADC policy documents and agriculture programmes	Consultant	3	
3.	Engagement with SPGRC and NPGRC staff	Report on the NPGRC and SPGRC activities and how they are interconnected	Consultant	4	
4.	Engagement with SADC Director of Food Agriculture and Natural Resources (FANR)	A report on the SADC regional agriculture and food security policy thrust	Consultant	1	
5	Production of Strategy Document	Draft regional PGR and conservation and utilization strategy	Consultant	8	
6	Validation of strategy with Member States	Draft regional PGR and Conservation and Utilization Strategy	Consultant	1	
7	Inserting Member States Inputs	Final regional PGR and Conservation and Utilization Strategy	Consultant	2	
Total Consultant Working Days				20days	

## ADDITIONAL INFORMATION

- All information handled is confidential and may not be shared with third parties unless specifically authorized.



**ANNEX 2: Expression of Interest Forms**

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT ..... 14  
B. CURRICULUM VITAE ..... 16  
C. FINANCIAL PROPOSAL ..... 20

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

**REFERENCE NUMBER: SPGRC/6/2**

**SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE SOUTHERN  
AFRICAN DEVELOPMENT COMMUNITY (SADC) REGIONAL PLANT  
GENETIC RESOURCES CONSERVATION AND SUSTAINABLE**

[Location, Date]

To: SPGRC

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) REGIONAL PLANT GENETIC RESOURCES CONSERVATION AND SUSTAINABLE** in accordance with your Request for Expression of Interests number **SPGRC/6/2** dated [June 2020] for the sum of [Insert amount(s) in words and figures<sup>11</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [“does” or “does not” delete as applicable] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

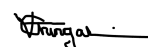
I hereby declare that all the information and statements made in my CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

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

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

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



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

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

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

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 9 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.

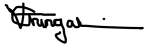
I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

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

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

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

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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:**

<b>Institution:</b> <b>[Date from – Date to]</b>	<b>Degree(s) or Diploma(s) obtained:</b>
<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)

<b>Language</b>	<b>Reading</b>	<b>Speaking</b>	<b>Writing</b>
<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:**

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

17. Professional experience:

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

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

*Dringas*

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

***[Insert the details]***

**19. Statement:**

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

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

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

\_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENTS:**    **1) Proof of qualifications indicated at point 9**  
**2) Proof of working experience indicated at point 17**

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

**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER: SHORT TERM CONSULTANCY FOR  
THE DEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT  
COMMUNITY (SADC) REGIONAL PLANT GENETIC RESOURCES  
CONSERVATION AND SUSTAINABLE**

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

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

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

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

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

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

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

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

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

**REFERENCE NUMBER: SPGRC /6/2- SHORT TERM CONSULTANCY FOR THEDEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)REGIONAL PLANT GENETIC RESOURCES CONSERVATION AND SUSTAINABLE**

THIS Contract ("Contract") is made on *[day]* day of the month of *[month]*, *[year]*, between, **on the one hand,**

**The SADC Plant Genetic Resources Centre** (hereinafter called the "Procuring Entity") with the registered business in: *Plot 6300Great East road, Private Bag CH 6, Lusaka, Zambia*

**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 SPGRC** purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

**Contract value** means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated ***[insert the date]*** for the project **SPGRC/6/2-SHORT TERM SHORT TERM CONSULTANCY FOR THEDEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)REGIONAL PLANT GENETIC RESOURCES CONSERVATION AND SUSTAINABLE** reflected as such in the Annex 2 of this contract.

**Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of

Interest **SADC/6/2- SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) REGIONAL PLANT GENETIC RESOURCES CONSERVATION AND SUSTAINABLE**

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

**2. The Services**

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

**3. Payment**

3.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.

3.2 Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

**4. Status of the Individual Consultant**

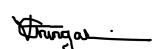
4.1 For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.

4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.

4.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.

4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country (ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

**5. Supervision of the Services**



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

## **6. Compliance with this contract**

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

## **7. Assignment and Subcontracting**

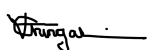
- 7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party,(s)he shall inform the Procuring Entity's Project Director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

## **8. Breach of the Terms**

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

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

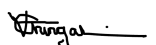
- 9.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.



- 9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
  - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
  - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s) he expresses a serious reservation.

## **10. Insurance**

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



Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

- 10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

## **11. Copyright**

- 11.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-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 license to the Procuring Entity and its assigns for the use of the same in that connection.

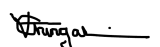
The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential,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

## **12. Non Disclosure & Confidentiality**

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

## **13. Suspension or Termination**

- 13.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the



Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

13.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s) he gives a 30 days prior written notice to the Project Director.

13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

**14. No Waiver**

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

**15. Variations**

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

**16. Jurisdiction**

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

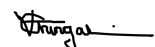
**The following Annexes are integral part of this Contract:**

***Annex 1: Terms of Reference***

***Annex 2: Payment Schedule and Requirements***

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

For the Procuring Entity		For the Individual Consultant	
<b>Name :</b>		<b>Name :</b>	
<b>Position :</b>			
<b>Place :</b>		<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	
<b>Signature:</b>		<b>Signature:</b>	



***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, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
  
2. The breakdown of prices is:

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

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

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

<sup>3</sup> Indicate unit cost.

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

*Thungai*

**3. 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.

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