



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

**CONSULTANCY CONSULTANCY FOR THE PROFESSIONAL EDITING, DESIGN
AND PRINTING OF THE REVISED SADC SPMER POLICY**

REFERENCE NUMBER: SADC/3/5/2/164

11th AUGUST 2021

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

CONSULTANCY CONSULTANCY FOR THE PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC SPMER POLICY

The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

2. **Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:**

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

3. The maximum budget for this contract is **US\$9,000.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.
5. Proposal should be submitted by email clearly marked **“REFERENCE**

NUMBER: SADC/3/5/2/164- CONSULTANCY CONSULTANCY FOR THE PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC SPMER POLICY to the email address below:

spmer@sadc.int

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **31st August 2021 at 15:00hours local (Botswana) time**
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	30
General professional experience	10
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 Procuring entity: **SADC Secretariat**

Contact person: Mrs. Veronica Zulu Chingalawa

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

Fax: **3972848**

E-mail: tnyamukondiwa@sadc.int and tenders@sadc.int

Copy vchingalawa@sadc.int and nrajub@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.

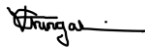
ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

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

Sincerely,



Veronica Zulu Chingalawa
Acting Head of Procurement Unit



TERMS OF REFERENCE

GLOBAL PRICE

**PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED
SADC POLICY ON STRATEGY DEVELOPMENT, PLANNING,
MONITORING, EVALUATION AND REPORTING (SPMER POLICY)**

SADC SECRETARIAT

11th AUGUST 2021

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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 Background

The Southern African Development Community (SADC) is a Regional Economic Community comprising 16 Member States, namely; Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, 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.

Coordinating policy formulation review and implementation lies at the heart of the mandate of the SADC Secretariat. In line with this mandate, the Secretariat formulated the SADC Policy on Strategy Development, Planning, Monitoring and Evaluation (SPME Policy) which was approved by Council in 2012. The policy is the main tool that facilitates priority setting, strategy development, planning, monitoring, evaluation and reporting on the SADC Regional Integration Agenda.

In order to implement the relevant decision of Council, adopting the SPME Policy, the Secretariat introduced Results-Based Management (RBM) in 2012 as the preferred management approach for the SADC Regional Programme.

1.4 Current situation

The Secretariat remains committed to raising the bar on results-based planning, budgeting, monitoring, evaluation and reporting and addressing SPME-related recommendations from audit reports and risks assessments. In this regard, a review of the SPME Policy was conducted in September 2018 and the document was adopted by the Council at its meeting in United Republic of Tanzania in March 2020. The updated approved version, now referred to as the SADC Policy on Strategy Development, Planning, Monitoring, Evaluation and Reporting (SPMER Policy) now better equipped the Secretariat in the formulation of new SADC Strategic Plans in the post-2020 period and enhance overall performance and impact of the SADC Regional Programme.

OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The Secretariat is seeking to engage an external Consultant/firm to review and professionally edit, design and printing of the revised SADC Policy on Strategy Development, Planning, Monitoring, Evaluation and Reporting (SPMER Policy) in SADC three working languages namely English, French and Portuguese as per technical specifications in Annex 1. The approved revised SADC SPMER Policy in English, French and Portuguese will be provided. The overall objective of this contract will be to improve the overall presentation and content of the Revised SADC SPMER Policy

in SADC working languages namely English, French and Portuguese, and also improve its authenticity.

2.2 Purpose (Specific Objective)

The purpose of this contract is to engage an external Consultant to review and professionally, edit, design and print the revised SADC Policy on Strategy Development, Planning, Monitoring, Evaluation and Reporting (SPMER Policy) in English, French and Portuguese as per technical specifications in Annex 1.

2.3 Results to be achieved by the contractor

The external Consultant is expected to deliver the followings as per technical specifications in Annex 1: -

- a. Professional review and edit of the revised SADC SPMER Policy of the three languages namely English French and Portuguese to ensure that they are technically sound and have no editorial errors.
- b. Professional formatting of edited documents with info graphics as well as photographs and ensure that they are ready for printing and publishing on website.
- c. Printing of the edited and formatted documents in three languages namely English, French and Portuguese.

ASSUMPTIONS & RISKS

3.1 Assumptions underlying the Assignment

During this assignment, it is expected that:

- a. the Secretariat will support the Consultant/Firm in obtaining all the relevant information internally in a timely manner to perform the work and deliver on the tasks as per Roadmap at Section 7.1; and
- b. the Consultant/Firm will deliver in time as outlined in the Roadmap.

3.2 Risks

Some of the foreseen risks for this assignment include:

- a. Delays in review of the Draft submitted by the Consultant/Firm which will affect the delivery time of the Final Reports.

SCOPE OF THE WORK

4.1 Specific Tasks

The Consultant will:

- a. professionally review and edit the revised SADC Policy on Strategy Development, Planning, Monitoring, Evaluation and Reporting (SPMER Policy) in English, French and Portuguese to ensure they are technically sound and have no editorial errors.
- b. format the edited documents so as they are ready for printing and publishing on website;

- c. print the edited and formatted documents after being finalised, in three languages namely English, French and Portuguese.

4.2 Project management

4.2.1 Responsible body

The overall responsibility of overseeing the assignment will be under the Deputy Executive Secretary-Regional Integration in the SADC Secretariat supported by Director – Policy Planning and Resources Mobilisation. The deliverable as outlined in Section 2.3 above will be cleared by the SADC Secretariat before submission of the invoice.

4.2.2 Management structure

The Director-Policy Planning and Resources Mobilisation supported by the Senior Officer under the Planning and Programming Unit will conduct the day-to-day management of the assignment.

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

The Assignment will be conducted virtually in view of the COVID-19 Pandemic. Therefore, no facility will be provided to the Consultant. The Secretariat will facilitate meetings through electronic platforms, including, but not limited to zoom teleconferencing for the performance of duties under the assignment.

5 LOGISTICS AND TIMING

5.1 Location

The Assignment will be conducted virtually in view of the COVID-19 Pandemic. The Secretariat will facilitate meetings through electronic platforms, including, but not limited to zoom teleconferencing for the performance of duties under the assignment.

5.2 Start date & period of implementation

The intended start date is as soon the contract agreement has been signed by both parties and the period of implementation of the contract will be 40 calendar days 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 Consultant

The Consultant shall submit CVs and statements of exclusivity and availability as per following requirements:

Qualifications and Skills

- a. The Consultant shall have at least a bachelor's degree in communication or related studies, over 10 years solid and background experience in journalism, media relations, international and public relations. A master degree will be an advantage.

- b. The Consultant shall have professional qualification and experience in editing and reviewing documents in English, French and Portuguese.
- c. The Consultant shall have professional expertise in formatting documents.
- d. The Consultant shall have experience in printing documents.

Specific professional experience

- a. Knowledge and experience in working in English, French and Portuguese.
- b. Demonstrate practical experience in reviewing and professionally editing documents that have been published.
- c. Successful completion of designing and professional editing of at least two regional (2) policies or strategies.
- d. Demonstrate the ability to include pictures and designed infographics in reports.

General professional experience

- a. The Consultant must have a minimum of 10 years' practical experience working within the SADC region in proof reading, editing, formatting and printing of documents in English, French and Portuguese.

6.2 Office accommodation

The Assignment will be conducted virtually in view of the COVID-19 Pandemic. The Secretariat will facilitate meetings through electronic platforms including but not limited to zoom teleconferencing for the performance of duties under the assignment.

6.3 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.

6.4 Budget

The contract value for conducting the assignment is **US Dollars 9,000 (Nine Thousand United States Dollars only)**. 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 Consultant/Firm in his/her country of residence. The understanding is that no travel costs and subsistence allowances for missions since the Assignment will be conducted virtually in view of the COVID-19 Pandemic.

6.5 Expenditure verification

No expenditure verification report is required for this assignment.

6.6 Incidental expenditure

Due to the COVID-19 Pandemic, it is expected this assignment will be conducted virtually hence, the Incidental expenses will not be necessary.

7 REPORTS

7.1 Roadmap

After signature of the contract, the Consultant is expected to spend 40 working days on the assignment as shown in the Roadmap below

	Task	Content	Duration
1	Inception report	Analysis of existing situation and work plan for the assignment	No later than 02 days after the start of implementation
2	Review and editing of the revised SADC SPMER Policy in English, French and Portuguese	Analysis of contents of revised SADC SPMER Policy in English, French and Portuguese.	No later than 09 day after approval of the Inception Report
3	Format the edited documents and include pictures to enhance its appearance.	Well formatted Reports with pictures	No later than 09 days after task 2 above
4	Submit fully edited and formatted version of the revised SADC SPMER Policy in three languages to the Secretariat for comments	Improved version of the SPMER Policy in three languages namely English, French and Portuguese to the Secretariat	No later than 02 day after task 3 above
5	Incorporate Comments from the Secretariat and finalise the Report	Incorporated inputs from the Secretariat	No later than 02 Days after task 4 above
6	Submit Final Reports for approval	Fully edited and formatted fully edited and formatted version of the revised SADC SPMER Policy in three languages	Not later than 01 Day after task 5 above
7	Printing of approved edited and formatted documents as per technical specifications in Annex 1	Fully edited and formatted fully edited and formatted version of the revised SADC SPMER Policy in three languages	Not later than 15 days after task 6 above
6	Payment of Invoice	Invoice of the assignment	After approval of final submissions

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

- a. 20% of the contract price shall be paid upon submission and approval of the Inception Report.
- b. 40% of the contract price shall be paid upon submission of fully edited and formatted of the revised SADC SPMER Policy in English, French and Portuguese.
- c. 40% of the contract price shall be paid upon printing of final documents as per technical specifications in Annex 1.

8 MONITORING AND EVALUATION

The monitoring of the above roadmap and the general assignment will be conducted by the Director – Policy Planning and Resources Mobilisation supported by the Planning and Programming Unit.

8.1 Definition of indicators

- a. Contents of the Inception Report.
- b. Adherence to timelines set in the Roadmap.
- c. Number of consultations/communication done with the Planning and Programming Unit
- d. Submission of well edited and formatted documents.
- e. Printing of approved final documents.

8.2 Special requirements

The Consultant/Firm will submit the documents as per the Terms of Reference provided. The documents will be signed off by the Senior Officer-Planning and Programming and recommended to the Director Policy Planning and Resource Mobilisation for consideration and further submission for approval.

Annex 1

Technical Specifications for professional editing, design and printing of the approved revised SADC SPMER Policy (March 2020)

#	Description	Qty
1.	1.1 Professional Editing, Design and Printing of the SPMER Policy 2020; English language, 4 pages Cover + 32 pages Text - PUR bound Format: 297 x 210mm Cover: CMYK + Matt Lamination/CMYK - Hi Q Titan Matt 300gsm Text: CMYK/CMYK - Hi Q Titan Gloss 128gsm Text folded, gathered, PUR bound into cover and trimmed to size, (36 pages including covers) 1.2 Provide a PDF version of the SPMER Policy 2020; English language to be published on SADC website.	500
2.	2.1 Professional Editing, Design and Printing of the SPMER Policy 2020; French language, 4 pages Cover + 36 pages Text – PUR bound Format: 297 x 210mm Cover: CMYK + Matt Lamination/CMYK – Hi Q Titan Matt 300gsm Text: CMYK/CMYK – Hi Q Titan Gloss 128gsm Text folded, gathered, PUR bound into	250

	cover and trimmed to size, (40 pages including covers) 2.2 Provide a PDF version of the SPMER Policy 2020; French language to be published on SADC website.	
3.	3.1 Professional Editing, Design and Printing of the SPMER Policy 2020; Portuguese language, 4 pages Cover + 36 pages Text - PUR bound Format: 297 x 210mm Cover: CMYK + Matt Lamination/CMYK - Hi Q Titan Matt 300gsm Text: CMYK/CMYK - Hi Q Titan Gloss 128gsm Text folded, gathered, PUR bound into cover and trimmed to size, (40 pages including covers) 3.2 Provide a PDF version of the SPMER Policy 2020; Portuguese language to be published on SADC website.	250

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: **SADC/3/5/2/164**

PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC POLICY ON STRATEGY DEVELOPMENT, PLANNING, MONITORING, EVALUATION AND REPORTING (SPMER POLICY)

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC POLICY ON STRATEGY DEVELOPMENT, PLANNING, MONITORING, EVALUATION AND REPORTING (SPMER POLICY)**” in accordance with your Request for Expression of Interests number **SADC/3/5/164**, dated 11th August 2021 for the sum of *(Insert Amount)*. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and does include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

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

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

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

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

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

[insert the details]

19. Statement:

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

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

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

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

C. FINANCIAL PROPOSAL

**CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL MULTI-
HAZARD RISK**

REFERENCE NUMBER: SADC/3/5/2/164

N°	Description¹	Unit²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/164: PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC POLICY ON STRATEGY DEVELOPMENT, PLANNING, MONITORING, EVALUATION AND REPORTING (SPMER POLICY)

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

The SADC Secretariat (hereinafter called the "Procuring Entity") with the registered business in: *Plot 54385 CBD, Private Bag 0095, Gaborone, Botswana*

and, on the other hand,

[Insert the full name of the individual] (Hereinafter called the "Individual Consultant"), with residence in ***[insert the Individual Consultant' address, phone, fax, email]***, citizen of ***[insert the Individual Consultant's citizenship]*** owner of the ID/Passport Number ***[insert the number]*** issued on ***[insert the date]*** by ***[insert the name of the issuance authority]***,

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely ***the SADC Secretariat*** who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

Contract value means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated ***[insert the date]*** for the project **SADC/3/5/2/164: PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC POLICY ON STRATEGY DEVELOPMENT, PLANNING, MONITORING, EVALUATION AND REPORTING (SPMER POLICY)**

and 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
REFERENCE NUMBER: SADC/3/5/2/164: PROFESSIONAL EDITING, DESIGN AND PRINTING OF THE REVISED SADC POLICY ON STRATEGY DEVELOPMENT, PLANNING, MONITORING, EVALUATION AND REPORTING (SPMER POLICY)

- 1.3 **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: Payment Schedule and Requirements

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

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

Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars ***[insert ceiling amount]***, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
2. The breakdown of prices is:

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

3. The payment shall be made in accordance with the agreed schedule in line with the deliverables as follows:

Global price: payments will be made according to the payments schedule below:

- d. 20% of the contract price shall be paid upon submission and approval of the Inception Report.
- e. 40% of the contract price shall be paid upon submission of fully edited and formatted of the revised SADC SPMER Policy in English, French and Portuguese.
- f. 40% of the contract price shall be paid upon printing of final documents as per technical specifications in Annex 1.

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