**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF INDIVIDUAL CONSULTANTS**

**REFERENCE NUMBER: SADC/FANR/02/2014**

**REQUEST FOR SERVICES TITLE:**

**DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY**

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

**DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY**

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 $ **11*,250 for expert service/consultants fees only.*** 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.** Your proposal clearly marked ***“REFERENCE NUMBER: SADC/FANR/02/2014 –* DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY*”*** in a sealed envelope, should be submitted in our tender box located at the following address:

*Secretary to the Tender Committee*

*SADC Secretariat*

*Plot 54385 CBD*

*Private Bag 0095*

*Gaborone*

*Botswana*

***Attn: Mr Snowden Mmadi***

***Copy: Ted Peter Luka***

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is:

***28TH OCTOBER 2014 at 15:00 hours***

7. Proposals submitted by Fax or E-mail ***are*** acceptable.

**8.** Your CV will be evaluated against the following criteria.

|  |  |  |
| --- | --- | --- |
|  | **Criteria**  | **Maximum points allocated**  |
| **1** | Education and Training | **35** |
| 2 | Specific Experience | **40** |
| 3 | General Experience | **20** |
|  | Regional Experience | **5** |
|  | **Total** | **100** |

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

(i) PRICES:

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

(ii) EVALUATION AND AWARD OF THE CONTRACT:

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

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

* It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
* The financial proposal does not exceed the maximum available budget for the contract.

The award will be made to the applicant who obtained the highest technical score. Expressions of Interest not obtaining a minimum score of 70% will be rejected.

(iii) VALIDITY OF THE EXPRESSION OF INTEREST:

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

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

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

The Procuring entity: ***SADC Secretariat***

 Contact person: ***Ted Peter Luka***

 Telephone:***3951863***

 Fax:***3972848***

 E-mail:***tluka@sadc.int***

 ***Copy:*** ***smmadi@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 7 working 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,**

*\_\_\_\_\_\_\_\_\_\_(signature)\_\_\_\_\_\_\_\_\_\_\_\_*

**Name:** *Ted Peter Luka*

**Title:** *Procurement Officer*

**Date:** *3 October 2014*

**ANNEX 1: TERMS OF REFERENCE**

**TERMS OF REFERENCE**

**CONSULTANCY: DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY**

|  |
| --- |
|  |

**Summary**

**CONSULTANCY TITLE: PREPARATION OF THE REGIONAL FINANCIAL FOOD RESERVE FACILITY**

INSTITUTION : SADC SECRETARIAT

**1. Introduction**

The recurrent natural disasters such as droughts, floods and cyclones have led to food deficits in the SADC region on numerous occasions in the past, thus raising great concerns of food security. A longer-term strategy, which is cost effective, minimizes risks and builds the basic foundations for long-term growth is required in the region in order to attain sustainable food security. The establishment of a functional Disaster Preparedness Framework could be such a strategy which could contribute to enhancing capacity for timely delivery of food supplies to affected populations in emergencies and minimizing disruptions on longer-term agricultural growth and development.

The SADC Disaster Preparedness Strategy is built on three pillars, one of which is the establishment of a Regional Food Reserve Facility (RFRF) that allows SADC to respond better to food emergencies, using food and financial stocks located within the region.

**2.** **Background and Justification**

In pursuit of the need to establish a Regional Food Reserve Facility, SADC sought support (in 2003) from the World Bank to carry out a study on the establishment of such a Facility. The Secretariat initially undertook short case-studies between February and April 2004 in Malawi, Tanzania and Zambia to determine the nature, level and modalities of a possible Regional Food Reserve Facility, drawing on experiences from other regions of the world.

The Extra-Ordinary Summit on Agriculture and Food Security of May 2004 stressed the importance of disaster preparedness in the SADC region. Summit therefore instructed the SADC Secretariat to consider the establishment of a Regional Food Reserve Facility based on the findings of the preliminary studies. Subsequently, the SADC Secretariat developed a proposal for a detailed study to be undertaken, which would elaborate the framework for management mechanisms as well as clearly define proposals for determining the most appropriate level and mix of financial and physical stocks. The proposal also sought to produce a draft legal instrument that would bind the Member States to the establishment of the Facility.

The above mentioned study was successfully undertaken in February 2007 and the report was presented to the Ministers responsible for Food, Agriculture and Natural Resources in June 2007. Between September 2008 and February 2009, one-day workshops were held in each of the Member States (except for Seychelles) during which stakeholders in each country discussed the report on the establishment of the Facility. The one-day workshops also assisted the countries to develop national positions on the matter in readiness for further regional consultations and approval of the report.

Using the outcome of the consultations with Member States and review of the operations of food reserve facilities globally, it became apparent that maintaining physical reserves would be a formidable challenge for Member States. Member States have therefore resolved to begin with a Regional Facility that is based on a financial reserve for the short- to medium-term.

The study carried out by the Secretariat in 2007 did not elaborate the operations of the financial component of the RFRF. Instead, it recommended that a special study should be carried out to provide details and modalities of management of the financial component of the RFRF. In view of the expressed preference for a Financial Food Reserve by Member States, it is necessary that a full elaboration of such a reserve be carried out in order to provide sufficient technical grounds for its establishment.

**3. Individual Consultant**

The Southern African Development Community (SADC) now invites eligible Individual Consultants from the SADC Region to indicate their interest in providing consulting services for the Establishment of a Regional Financial Reserve Facility. Interested consultants must provide their most recent and updated CVs and information indicating that they are qualified to perform the services as highlighted in these Terms of Reference

Eligibility criteria for the establishment of the short-list and the selection procedure shall be in accordance with the SADC Procurement Guidelines (August 2011), which is available on the SADC website at <http://www.sadc.>int. Detailed selection criteria are stated under section (11) below.

**4. Objective of the Study**

The objective of the task is to develop a Regional Financial Reserve Facility by elaborating technical details on the establishment, operation and management of this Facility which the SADC Member States shall use to purchase food in times of emergency

**5. Specific Activities**

The consultant will, in consultation with the Secretariat, draft a Project document on the establishment of a Regional Financial Food Reserve, to be adopted and used by Member States to practically establish the Reserve.

The consultant will, therefore be required to carry out a thorough review of existing information at the SADC Secretariat, Member States and elsewhere on the operations of Regional Financial Reserves or similar facilities. In particular, the consultant will be required to provide detailed technical proposals describing the establishment, management and operation of the Regional Financial Reserve including but not limited to:

* technical operational guidelines;

* financial contribution modalities by Member States;

* location of the reserves;
* modalities and conditions for accessing the funds;
* institutional arrangements;
* human resource needs of the facility;
* sustainability and growth initiatives; and
* carry out any other tasks relevant to the study.

**6. Expected Outputs**

At the end of this assignment, the consultant is expected to produce a project document with details on the structure and proposed size of the proposed Regional Financial Reserve Facility; its operational and management modalities in executing its objectives of cushioning the impact of food deficits in Member States.

**7.** Qualifications and Experienceof the Consultant

The Consultant will have the following qualifications and experiences:

* He/she will be a specialist in investment and financial management with a relevant post graduate degree in Financial Management or Investment or any other relevant field.
* Minimum 10 years relevant experience in financial or investment management
* He/she should demonstrate traceable evidence of having undertaken similar assignments leading to major investment/establishment of successful initiatives similar to the one proposed in this assignment.
* Experience in the SADC Region or other Regional organisations or Developing Countries.
* He/she should be fluent in English, but working knowledge of the other SADC official languages, French and Portuguese, will be an advantage.

**8.** Duration and **Timing**

The assignment will be carried out in 25 working days, starting on 1st October 2014.

At the beginning of the consultancy, the consultant will be briefed at the SADC Secretariat. This will lead to the production of the Inception Report by the Consultant. Thereafter, the consultant will be expected to visit at least two Member States and then work on his/her own to produce the first draft Report. She/he will return to the Secretariat in the final week of the assignment to present the first draft report, after which she/he will revise the report before submitting the final version.

 Proposed time interval for consultancy Reports:

(i) Submission of the Inception Report – 3 working days.

(ii) Visit Member States and complete First draft Report – 15 days.

(iii) Final revision and completion of the Final draft and submission – 7 days.

**9.** **Reporting**

All reports shall be produced in English, using Word and Excel format. The final report will be produced electronically. The Secretariat will support the production of hard copies. Deadlines for submitting the reports will be strictly adhered to. The SADC Secretariat reserves the right to have the reports re-drafted as many times as is necessary to bring them to the required standards.

The specific sections/chapters of the report will be discussed between the consultant and the Secretariat but it must cover the technical proposals as indicated in 5 above. However, the report will have to include an executive summary of not more than four pages, outlining major findings and recommendations of the study. The first page will carry the following disclaimer:

“The author accepts sole responsibility for this report drawn on behalf of the SADC Secretariat. The report does not necessarily reflect the views of the SADC Secretariat”.

The Consultant will be under the overall supervision and report to the Director of the Food, Agriculture and Natural Resources.

**10. Budget**

The maximum budget for the proposed activities is **US$ 22,600** as indicated in the table below.

|  |  |  |
| --- | --- | --- |
| **Item** | **Item Description** | **Cost (US$)** |
| **1** | **Consultancy Fees**  | 11,250 |
| **2** | **Reimbursables**  | 11,350 |
| **4** | **TOTAL** | **22,600** |

**11. Selection Criteria**

**Expressions of Interest will be evaluated in accordance with the following criteria:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **ITEM** | **CRITERIA** | **MAXIMUM SCORES** |
| **1** | Education and Training | **35** |
| 2 | Specific Experience | **40** |
| 3 | General Experience | **20** |
|  | Regional Experience | **5** |

**ANNEX 2: Expression of Interest Forms**

[A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT 9](#_Toc267927845)

[B. CURRICULUM VITAE 11](#_Toc267927846)

[C. FINANCIAL PROPOSAL 15](#_Toc267927847)

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

REFERENCE NUMBER: SADC/FANR/02/2014

REQUEST FOR SERVICES TITLE: **DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY**

[*Location, Date*]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the *DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY* in accordance with your Request for Expression of Interests number *SADC/FANR/01/2014,* dated [*insert date*] for the sum of [*Insert amount(s) in words and figures*1[[1]](#footnote-1)]. 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]* includeany of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

*b) they have been convicted of offences concerning their professional conduct by a judgment which haves the force of res judicata; (i.e. against which no appeal is possible);*

*c) they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;*

*d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*

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

*f) they are being currently subject to an administrative penalty.*

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]:

Name and Title of Signatory:

B. CURRICULUM VITAE

***[insert full name]***

|  |  |
| --- | --- |
| 1. **Family name:**
 | *[insert the name]* |
| 1. **First names:**
 | *[insert the names in full]* |
| 1. **Date of birth:**
 | *[insert the date]* |
| 1. **Nationality:**
 | *[insert the country or countries of citizenship]* |
|  |  |
| 1. **Physical address:**
2. **Postal address**
3. **Phone:**
4. **E-mail:**
 | *[insert the physical address]**[Insert Postal Address]**[insert the phone and mobile no.]**[Insert E-mail address(es)* |
| 1. **Education:**
 |  |
|  |  |
| **Institution:****[Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the no.]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |

|  |  |
| --- | --- |
| **11. Membership of professional 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** |
| *[insert the country]* | *[indicate the month and the year]* |
| *................* | *......................* |
| *[insert the country]* | *[indicate the month and the year]* |

**17. Professional experience:**

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

1. **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 8 and 14 above**[[2]](#footnote-2),** documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

|  |  |  |
| --- | --- | --- |
|  | Date: |  |

**ATTACHMENTS:** ***1) Proof of qualifications indicated at point 9***
 ***2) Proof of working experience indicated at point 15***

# C. FINANCIAL PROPOSAL

REFERENCE NUMBER: SADC/FANR/02/2014 – **DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[3]](#footnote-3)** | **Unit[[4]](#footnote-4)** | **No. of Units** | **Unit Cost****(in US$)** | **Total****(in US$)** |
| **Fees** | Day |  |  |  |
| **Reimbursable expenses, out of which**  | ***Total*** |  |  |  |
| 1 | Per diem allowances | Day | N/A |  |  |
| 2 | Flights[[5]](#footnote-5) | Trip | N/A |  |  |
| 3 | Miscellaneous travel expenses[[6]](#footnote-6) | Trip |  |  |  |
| 4 | Insurances cost, out of which: | Lump sum  |  |  |  |
|  | i) | Life insurance (including repatriation) | Lump sum | N/A |  |  |
|  | ii) | Heath 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**4** | TBD |  |  |  |
| **TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)**  |  |

Signature [*In full and initials*]:

Name and Title of Signatory:

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

STANDARD TERMS OF CONTRACT

(Individual Consultant)

Reference Number*:* SADC/FANR/02/2014 – **DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY**

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. **Procuring Entity** means the legally entity, namely ***the SADC Secretariat*** who purchase theServices described in Annex 1 to this contract.
	2. **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
	3. **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated ***[insert the date]*** for the project ***[insert the name]*** andreflected as such in the Annex 2 of this contract**.**
	4. **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest ***SADC/FANR/01/2014 – DEVELOPMENT OF A REGIONAL FINANCIAL FOOD RESERVE FACILITY***
	5. **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).
1. **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.

1. **Payment**
	1. The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
	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. 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.
2. **Status of the Individual Consultant**
	1. For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity’scontractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity’s country.
	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.
	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. 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.
3. **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 Entitymay require in order to confirm that the work in progress is in accordance with these quality procedures.

1. **Compliance with this contract**

The Procuring Entitywill 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. Itmay 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.

1. **Assignment and Subcontracting**
	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.
	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.
2. **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.

1. **Liability of the Individual Consultant**
	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.
	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:
2. the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entitybecomes aware of them;
3. 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
4. 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.
	1. 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.
	2. 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.
5. **Insurance**
	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.
	2. The cost of such insurances will be covered from reimbursable expenses of the contract.
	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.
	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 Entityshall 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.
	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.
6. **Copyright**
	1. Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant’s own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

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

1. **Non Disclosure & Confidentiality**
	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.
	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 Consultantin relation to the Procuring Entity.
2. **Suspension or Termination**
	1. In response to any factors out of the control of Procuring Entityand/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.
	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.
	3. In the event of early termination of the Contractunder 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.
3. **No Waiver**

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

1. **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.

1. **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** |
| **Name :** |  | **Name :** |  |
| **Position :** |  |  |  |
| **Place :** |  | **Place :** |  |
| **Date:**  |  | **Date :** |  |
| **Signature:** |  | **Signature :** |  |

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

*[insert the Terms of Reference]*

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

* 1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars ***[insert 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: ***[fill in the table as per the Individual Consultant’ Financial Proposal presented in the Expression of Interest]***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[7]](#footnote-7)** | **Unit** | **No. of Units** | **Unit Cost[[8]](#footnote-8)****(in US$)** | **Total****(in US$)** |
| **Fees** | Day |  |  |  |
| **Reimbursable expenses, out of which**  | ***Total*** |  |  |  |
| 1 | Per diem allowances | Day |  |  |  |
| 2 | Flights[[9]](#footnote-9) | Trip |  |  |  |
| 3 | Miscellaneous travel expenses[[10]](#footnote-10) | Trip |  |  |  |
| 4 | Insurances cost, out of which: | Lump sum  |  |  |  |
|  | i) | Life insurance (including repatriation) | Lump sum |  |  |  |
|  | ii) | Heath 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**4** | TBD |  |  |  |
| **TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)**  |  |

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

***20%*** upon the Contracting Authority's receipt of a copy of this Contract signed by the Contractor;

***80%***upon the Contracting Authority’s receipt of the final report, acceptable to the Contracting Authority.

4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-1)
2. ***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.***  [↑](#footnote-ref-2)
3. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-3)
4. Indicate unit cost.. [↑](#footnote-ref-4)
5. Indicate route of each flight, and if the trip is one- or two-ways [↑](#footnote-ref-5)
6. Provide clear description of what is their exact nature [↑](#footnote-ref-6)
7. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-7)
8. Indicate route of each flight, and if the trip is one- or two-ways. [↑](#footnote-ref-8)
9. Indicate unit cost. [↑](#footnote-ref-9)
10. Provide clear description of what is their exact nature [↑](#footnote-ref-10)