

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

REFERENCE NUMBER: SADC/3/5/2/178

24th August 2021

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

“SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)”

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

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

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

3. The maximum budget for this contract is US\$ **15,000.00**. 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 in a sealed envelope clearly marked **“REFERENCE NUMBER: SADC/3/5/2/178 “SHORT TERM CONSULTANCY FOR THE DEVELOPMENT**

OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)” 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*

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: 23rd September 2021 at 14:00 hours
7. Proposals should be submitted only by E-mail and should be submitted to irrigation@sadc.int by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
General Qualifications and skills	30
General professional experience	30
Specific professional experience	40
Total	100

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

(i) **PRICES:**

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

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

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer within the budget as indicated under Para

3. Expressions of Interest not obtaining a minimum technical score of 70% will be rejected.

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

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

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 seven (7) calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Mrs Veronica Zulu-Chingalawa

Telephone: **3951863**

Fax: **3972848**

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

Copy to vchingalawa@sadc.int ; etjelele@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 three (3) calendar days before the deadline for submission of the proposals.

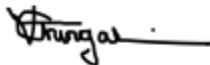
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Sincerely,



Name: Mrs Veronica Zulu-Chingalawa

Title: Acting- Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



TERMS OF REFERENCE

CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

TERMS OF REFERENCE

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1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Southern African Development Community (SADC)

1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3 Country background

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

Despite the importance of the agricultural sector, the low crop productivity, fully dependent on rain-fed agriculture, and the recurrent natural disasters such as droughts, floods and cyclones have led to food deficits in the SADC region, thus raising great concerns for national and regional food security. The Region has the lowest irrigation index in the world, and experienced droughts almost every decade with the recent ones being recorded in the 2014/15 and 2015/2016 seasons with devastating impact on the cropping season. In order to address the challenges of rain-fed agriculture and, consequently, climate variability, investment in irrigation is critical for all levels of farming.

The SADC Regional Indicative Strategic Development Plan (RISDP) 2020-2030 and the Regional Agricultural Policy (RAP 2014) identify poor access to key agricultural inputs and inadequate infrastructure as one of the major constraints to increased production and productivity. Both policy documents highlight the need to increase the area under irrigation in the region so as to render the crop sector competitive. The Regional Crop Development Programme (RCDP 2019) underpins the importance of access to key agricultural inputs and implementation of climate smart agricultural practices. The RCDP also outlines need for harmonization of policies in view of the vulnerability of the crop sector as a result of weather variations such as droughts and high temperatures. The weather uncertainties call for the need to implement mitigation measures to unfavourable weather variations that often disrupt crop seasonal patterns. The development of a regional Irrigation Policy/Framework which forms part of the 2021 operational plan will therefore, facilitate contribute to regional food security through coordination with other sectors such as water and energy in the use of water resources.

1.4 Current situation in the sector

The SADC Region, with a total land area of 964,653,000 square kilometres and an estimated population of 337 million is endowed with abundant natural resources including fisheries and forestry; abundant arable land and generally favourable climate for crop production. On average, about 3% of all arable land is under irrigation in the region and this renders crop production a risky investment as most crop production depends on rain-fed agriculture. In view of the challenges of such dependence, it is important that there is a deliberate effort to adopt irrigation as a key regional tool/instrument to minimise risks of weather uncertainties.

Irrigation can be a cost effective means that farmers can rely on to extend the growing season(s) and to increase crop production and productivity and incomes for improved livelihoods. Irrigation is also essential to improve yields in arid and semi-arid areas and to safeguard farming especially in areas prone to climate

extremes such as prolonged dry spells characterised by severe droughts and heatwaves.

Crop production accounts for approximately 60% of the agricultural output in the Region. However, the regional agricultural land productivity for cereals is estimated to range between 1.5 and 1.7 MT/ha compared to the Africa average of 2 MT/ha. The Regional Crop Development Programme (RCDP2019) among other strategies recommends need to improve irrigation coverage to improve crop performance in view of the ever increasing demand for food and population growth. The droughts of 2014/2015 and 2015/2016 had direct negative impact on peoples' basic needs with an adverse bearing on food production. The effects of the drought included widespread crop failure and loss of livestock and wildlife. The drought also led to scarcity of water supply for both human and animal consumption. The agricultural sector needs to respond to the threat of climate change through developing and implementing adaptation policies and strategies including climate resilient infrastructure.

1.5 Related programmes and other donor activities

The proposed Regional Irrigation Policy (RIP) has to be seen within the broader context of other existing policies and initiatives in water and energy management including the SADC Water, Energy and Food Security (WEF) Nexus Framework. The nexus approach promotes joint investments to realise optimal benefits to be harnessed from water sector for energy generation and promoting irrigation for agricultural purposes.

Despite the low irrigation coverage in the region, the lack of any regional instruments to guide Member States and donor partners to improve irrigation investments has been identified as a shortfall in the regional efforts to improve food security. The RCDP 2019 further notes that an irrigation policy is a prerequisite for the protection of the rights of farmers to irrigate, where suitable conditions exist, and for the implementation of financially and economically viable strategies for the exploitation of irrigation potential.

2.0 OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the consultancy is to develop a Regional Irrigation Policy framework that will stimulate improvement and investments in irrigation and contribute to crop production and productivity.

The consultant will carry out a detailed analysis of the current status in the region with regard to irrigation in view of the SADC Regional Water Policy and Energy Policy so as to promote the Water Energy and Food security (WEF) Nexus concept. Using this analysis as a foundation, the consultant shall propose a regional irrigation policy framework, providing sufficient detail of the strategic areas of action for Member States to use in promoting the adoption and investments in irrigation. The main emphasis will be on improving the coordination for effective and efficient utilisation of water resources in the region.

2.2 Results to be achieved by the contractor

The main output of the study will be a draft regional irrigation policy framework, which will be validated by Member States through a meeting of the Technical Committee of Directors of Crops.

3.0 ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

There is commitment to implement the Strategy and that there will be no delays during the consultation processes

3.2 Risks

Since the study is proposed under virtual arrangements there is possibility of delays due to connectivity and delays in getting a feedback from key stakeholders during the consultative and development process of the Regional Irrigation Policy framework. In order to address the risk all Member States and key stakeholders will be notified and requested to assist the consultant.

4.0 SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The consultant will be required to develop a detailed regional irrigation policy framework on the basis of current and past initiatives on irrigation development in the region. He/she will also consult key experts in the region to establish the priorities and needs of the region, on the basis of which he/she will develop a draft regional Irrigation policy framework for sustainable, efficient and effective shared water management and use through development of strategic infrastructures for water access and use and promotion of good water governance in the Region.

In particular, the consultant will undertake the following tasks:

- a) Carry out a thorough review of the existing literature, proposals, initiatives and any other relevant information on irrigation, including constraints, strategies, plans of actions and available irrigation systems and technologies, at large scale and small scale levels, used in the SADC region;
- b) Assess the availability of energy for irrigation purposes, including solar power energy;
- c) Assess, through available literature, the status (quantity and quality) of water resources in the region, including ground water resource;
- d) Assess the current situation and priorities of SADC Member States in irrigation;
- e) Gather relevant information related to the water governance, including land and water tenure, policies and laws governing land, water, subsidies regulations etc, in the region;
- f) Undertake stakeholder consultation in the development of the draft policy;
- g) Develop a regional irrigation policy framework that reflects the priorities of Member States, brings together the existing individual initiatives and focuses on the future aspirations of member States in irrigation development
- h) Present draft irrigation policy/framework at a regional stakeholder and/or Member States review and validation workshop/meeting;
- i) Provide any other technical information relevant to the overall task of this assignment.

4.1.2 Geographical area to be covered

The exercise covers the SADC region including SADC Member States.

4.1.3 Target groups

Key to the development of the draft Policy framework the consultant will engage the ministries of agriculture in the SADC Member States with emphasis on offices responsible for crop production, research organisations/Institutions, farmers and/or their associations, and all stakeholders embraced under the Water Energy and Food Security (WEF) Nexus concept such as water and energy sectors. The consultant will also be expected to engage any key stakeholders deemed relevant to contribute to the assignment.

4.2 Specific work

The main output of the study will be a draft regional irrigation policy framework, which will be validated by Member States through a meeting of the Technical Committee of Directors of Crops. The Consultants will:

Develop and cost the Action Plan for implementation of the Irrigation Policy based on the following:

- (i) Outline actions and milestones to be achieved within the Strategy. Clearly sequence activities and timelines, identifying linkages between national and regional actions. Cost estimates should outline actions and costs at both regional and national levels; and
- (ii) Develop a Results Framework for the Policy framework, clearly showing the link between outcomes, outputs, milestones; activities and inputs;
- (iii) Undertake consultations if necessary with, among others, the following:
 - (a) Member States;
 - (b) Private Sector;
 - (c) Farmers and NGOs; and
 - (d) Stakeholders in water and energy sector;

4.3 Project management

4.3.1 Responsible body

Under the supervision of the Director of Food, Agriculture and Natural Resources (FANR) Directorate, the consultant will be required to develop a detailed regional irrigation policy framework on the basis of current and past initiatives on irrigation development in the region.

4.3.2 Management structure

The Director of FANR through the Senior Programme Officer responsible for Food security and Agriculture (SPO-FSA) will be responsible for supervision of the consultant. The Draft will then be presented to the SADC Technical Committee of Directors for review and finalisation.

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

For all experts working on the project, the SADC Secretariat, as the Contracting Authority, will facilitate residence and work permit, as well as residence permits for the immediate family members if required.

5.0 LOGISTICS AND TIMING

5.1 Location

The assignment will be home based.

5.2 Start date & period of implementation

This consultancy is expected to last for 30 days and will commence on the date of signature by the consultant.

6.0 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.

6.1.2 Experts

Experts have a crucial role in implementing the contract. The contracting authority is indicating an absolute minimum input in terms of related qualifications and experience for

Key expert 1: Team leader

Qualifications and Expertise Required

General Qualifications and skills

- At least a Master's degree in irrigation, hydrology, water resources management, rural engineering, agricultural water management agricultural engineering or other related fields.
- Good communication and presentation skills;
- Fluency in English (written, spoken, understanding). Working knowledge of Portuguese or French would be an added advantage; and
- Computer literacy of familiarity with standard office software packages, email and internet use.

General Professional Experience

- At least 10 years' experience in irrigation, hydrology, water resources management, rural engineering, agricultural water management, agricultural engineering or related work field and evidence of good analytical and writing skills in doing regional work.
- Evidence of having undertaken similar work before
- Must be a SADC national
- Demonstrable knowledge in action planning, including development and implementation of results frameworks.

Specific Professional experience

- Policy formulation and ability to identify inputs, outputs, activities, and set out effective and implementable action plans;
- Experience required for implementation of action plans, or other relevant policies;
- Experience in financial modelling, quantifying and costing resources, and allocation of resources for implementation of various aspects of the Action Plan.

6.1.3 Support staff & backstopping

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

6.2 Office accommodation

NA

6.3 Facilities to be provided by the contractor

NA

6.4 Equipment

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

6.5 Incidental expenditure

NA

6.6 Expenditure verification

NA

7.0 REPORTS

7.1 Reporting requirements

The consultants shall operate under the direct supervision of the Director of FANR through the SPO-Food Security and Agriculture.

Inception Report and the deliverables shall be delivered to the SPO: Food Security and Agriculture.

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

7.2 Submission & approval of reports

Copies of the reports referred to above must be submitted to the Senior Programme Officer-Food Security and Agriculture identified in the contract. The reports must be written in English. The Director through the SPO-FSA is responsible for approving the reports.

8.0 MONITORING AND EVALUATION

8.1 Definition of indicators

The main output of the study will be a draft regional irrigation policy framework with a costed action plan to implement the Policy.

8.2 Special requirements

NA

* * *

ANNEX 2: Expression of Interest Forms

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COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

REFERENCE NUMBER: SADC/3/5/2/178

REQUEST FOR SERVICES TITLE:

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)** in accordance with your Request for Expression of Interests number SADC/3/5/2/178, dated 24th August 2021 for the sum of [*Insert amount(s) in words and figures*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*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

REFERENCE NUMBER: SADC/3/5/2/178

- 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>
.....

REFERENCE NUMBER: SADC/3/5/2/178

<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
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17. Professional experience:

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

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

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

[insert the details]

19. Statement:

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

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

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

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

REFERENCE NUMBER: SADC/3/5/2/178– SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/178 - SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

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

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

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely *the SADC Secretariat* who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the project “SADC/3/5/2/178 - SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)” and reflected as such in the Annex 2 of this contract.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest SADC/3/5/2/178 - SHORT TERM CONSULTANCY FOR THE DEVELOPMENT

OF THE REGIONAL IRRIGATION POLICY FOR THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

- 1.5 **Project Director** means the Coordinator – Support to Peace and Security in the SADC Region Project at the SADC Secretariat referred to in Annex 1 of this Contract.
- 1.6 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

2. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect on the date of its last signature by either of the parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.2 The duration of contract is as per the provisions in Annex 1.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 have been delivered.

2 The Services

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

3 Payment

- 3.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
- 3.2 Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.
- 3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

5. Status of the Individual Consultant

- 5.1 For the duration of the Contract, the Individual Consultant will have a status of an independent contractor in his relationship with the Procuring Entity under this Contract.
- 5.2 The Procuring Entity will endeavor to assist, where possible, the Individual Consultant in obtaining visas, work permits and to meet other legal requirements to enable the performance of services, when necessary.
- 5.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 5.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

6. Supervision of the Services

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

7. Compliance with this contract

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

8. Assignment and Subcontracting

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

professional indemnity insurance, employer's liability insurance and public liability insurance.

9. Breach of the Terms

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

10. Liability of the Individual Consultant

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

10.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

10.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.

10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

11. Insurance

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

12. Copyright

- 12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

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

13. Non Disclosure & Confidentiality

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

14. Suspension or Termination

- 14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

15. No Waiver

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

16. Variations

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

17. Jurisdiction

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

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

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

Signature:		Signature:	
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Annex 1: Terms of Reference

[insert the Terms of Reference]

Annex 2: Payment Schedule and Requirements

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

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

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

Remuneration and payment modalities. The work set out above will be paid in two tranches:	
40% payment upon submission of the acceptable Inception report	
Final 60% payment: Submission of the acceptable final Report	

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

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

² Indicate unit cost..