

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

**SHORT TERM CONSULTANCY CONSULTANCY FOR
THE DEVELOPMENT OF LEGAL DOCUMENTS FOR
CONSERVATION AND UTILIZATION OF ANIMAL
GENETIC RESOURCES IN THE SOUTHERN AFRICAN
DEVELOPMENT COMMUNITY (SADC)**

REFERENCE NUMBER: SADC/3/5/2/170

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 LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN 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\$ **14,000.00**. 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/3/5/2/170 “SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN 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: 22nd September 2021 at 14:00 hours
7. Proposals should be submitted only by E-mail and should be submitted to legaldocuments@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 ; gthobokwe@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.

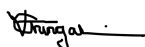
ANNEXES:

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

Sincerely,



Name: Mrs Veronica Zulu-Chingalawa

Title: Acting- Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



TERMS OF REFERENCE

CONSULTANCY TERMS OF REFERENCE: CONSULTANCY FOR THE DEVELOPMENT OF LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

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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. Background

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

Furthermore, During the Joint Ministers of SADC Ministers responsible for Agriculture and Food Security, and Fisheries and Aquaculture approved the SADC Animal Genetic Resources Conservation and Utilisation Strategy and urged Member States to domesticate and implement the Strategy for implementation by Member States, approved Botswana to host the SADC Regional Animal Genetic Resources Conservation gene bank; and directed Secretariat, with Member States, to develop material transfer agreements and standard operating procedures for the regional gene bank. The overall goal of this programme is to improve agricultural production and maintenance of species diversity for present and future generations.

1.4. Current situation in the sector

The rising demand for food of animal origin and other livestock commodities has, to a large extent, been met by increasing the number of animals. This has often resulted in overstocking, land degradation and other negative impacts. The tendency therefore has been to improve productivity per animal and per unit area of land by introducing perceived high yielding exotic breeds, their crosses or improved breeds. This has put the indigenous animal genetic resources at risk of dilution or extinction. In addition, the increasing demand for foods and products of animal origin, has negatively exerted pressure on the animal genetic resources. This has led to a rapid decline of the biodiversity of animal resources and poses a challenge to the relevant international, regional and national bodies on how best to protect animal genetic resources. SADC Member States have conservation programmes, which are mainly based on characterization and inventory with a few including utilisation in their programs, the Region has lost valuable animal genetic resources (AnGR) particularly through indiscriminate, uncoordinated or uncontrolled crossbreeding and generally unstructured breeding strategies. This is mainly due to inadequate policies, legislation and competing priorities hence the need for a regional strategy for animal genetic resources conservation and utilisation.

Under the AU-IBAR-led Project “Strengthening the Capacity of African Countries to Conservation and Sustainable Utilization of African Animal Genetic Resources” which was funded by the European Union there was support to initiate the process for establishing a regional animal resources gene bank. In 2015 a study was undertaken to evaluate the suitability to host a regional gene bank at existing genetic conservation institutions. The study recommended the Department of Agricultural Research, Ministry of Agricultural Development and Food Security, Republic of Botswana to host the SADC Regional Animal Resources Gene Bank based on the already existing gene bank for animal genetic materials, the infrastructure and equipment in place, and the existing human capacity. The LTC Meeting held in Gaborone

Botswana, 14-16 May 2016, endorsed the findings of the study. The AU-IBAR project had since spent US\$300,000 on procurement of equipment to improve storage and analysis of genetic material. On the 10th of July 2019, the equipment was handed over to the Honourable Assistant Minister of Agricultural Development and Food Security, Republic of Botswana. The equipment included liquid nitrogen bulk storage tanks, semen collection, analyses and processing equipment plus accessories.

The development of an MoU, MTA and SoPs are to address the issues relating, responsibilities of the gene bank, human resource requirements and arrangements, equipment requirements, information systems and flow as well as decision making processes.

1.5. Related programmes and other donor activities

Currently there is no institution carrying out Animal Genetic Resources conservation at a regional level hence the need to establish one.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

To develop memorandum of understanding, material transfer agreements and standard operating procedures for operationalisation of the regional gene bank to enable implementation Regional Strategy for the Conservation and utilization of Animal Genetic Resources in the Southern African Development Community (SADC).

2.2. Specific Objectives

The specific objectives of this consultancy are as follows:

- i. develop Memorandum of Understanding for Botswana to host the Animal Genetics Resources gene bank
- ii. develop Material Transfer Agreement (MTA) for transfer of Animal Genetic Resources from SADC Member States to the Regional Gene Bank;
- iii. develop standard operating procedure for handling, storage, transportation, and preservation of animal genetic resource materials;
- iv. propose management/administrative structures; and
- v. develop any other related legal documents required for operationalisation of the gene bank

2.3. Results to be achieved by the consultancy are

Memorandum of Understanding, Material Transfer Agreements, Standard Operating Procedures and Proposed Administrative Structures will be the main outputs of the consultancy and will be an important landmark in efforts to operationalise the gene bank hosted by Botswana

3. 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

This is an SADC Secretariat financed consultancy. The main risk to the project will be posed by time taken to complete internal approval and procurement processes. The other risk will be in finding an available and competent subject matter expert

4. SCOPE OF THE WORK

4.1. Specific Tasks

The Consultants will:

- i. Collection, collation and reviewing of SADC and Member States legal frameworks, procedures and material handling of animal genetic resources materials.
- ii. Review the international instruments, standards, procedures and material handling of animal genetic resources materials
- iii. Identify legal barriers as well as policy opportunities that are required to create environment that supports animal genetic resources conservation and utilization
- iv. Review current legal frameworks, procedures, material handling and administrative structure of animal genetic resources materials in Botswana which is hosting the gene bank
- v. Develop draft Memorandum of Understanding Material Transfer Agreement and Standard Operation Procedures, a monitoring and evaluation framework
- vi. Propose a cost effective administrative structure, taking into consideration current structure in Botswana
- vii. Prepare a draft background report
- viii. Attend and participate as facilitator in all the regional draft strategy review and validation meetings

4.2. Consultancy management

4.2.1. Responsible body

The consultant will report to the SADC FANR Directorate on day to day basis.

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

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

5. LOGISTICS AND TIMING

5.1. Location

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

5.2. Start date & period of implementation

The intended start date is as soon the contract agreement has been signed by both parties and the period of implementation of the contract will be 60 calendar days from this date. Please see Article 3 of the specific contract for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Staff

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

6.1.1. Experts

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 the expert.

Qualifications and Expertise Required

General Qualifications and skills

- A degree in animal production/ sciences or veterinary medicine with a masters in animal breeding or livestock production systems/ animal production. A PhD in the animal sciences, agricultural economics or any other relevant field will be added advantage
- 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

- Must have 10 years' experience in the livestock sector and especially in the area of animal genetic resources conservation and utilization/ animal production
- Must have legal training or experience in developing SADC legal instruments
- Must have 10 years' experience in development of policies and strategies especially in the livestock sector within SADC
- Must have good knowledge of SADC Member States animal resources sector
- Experience in strategic planning and policy analysis will be added advantage

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

6.2. 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.

6.3. Incidental expenditure

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

6.4. Expenditure verification

No expenditure verification report is required

7. REPORTS

7.1. Reporting requirements

There must be a final report, a final invoice and the financial report at the end of the period of implementation of the tasks. The draft final report must be submitted at least 10 days before the end of the period of implementation of the tasks.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities in section 4.1, the consultant shall follow the following roadmap:

	Task	Content	Duration
1	Inception report	Analysis of existing situation and work plan for the assignment	No later than 10 days after the start of implementation
2	Review of Member States Practices and Legal requirements	Analysis of contents in the Member States documents, processes and legal requirements	No later than 4 day after approval of the inception report
3	Collect any additional documentation resources from Directorates and Units	Strategy documents and review of Implementation	No later than 5 days after task 2 above
4	Drafting of Legal instruments, MoU, MTA and SOPs	Contents of Legal Instrument	No later than 5 days after task 3 above
5	Format the documents	Well formatted Documents	No later than 5 days after task 4 above
6	Submit the first version to the Secretariat for editing and comments	Well laid out and structured documents.	No later than 1 day after task 5 above
7	Incorporate Comments from the Secretariat and finalise	Incorporated inputs from the Secretariat	No later than 4 Days after task 6 above
8	Submit the Final edited and formatted documents	Final edited and formatted documents	No later than 2 day after task 7 above
9	Submit the invoice	Invoice of the assignment	After approval of the final documents

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

- a) 20% of the contract price shall be paid upon submission and approval of the Inception report;
- b) 40% of the contract price shall be paid upon submission of draft report completed.
- c) 40% of the contract price shall be paid upon submission of final report

8. MONITORING AND EVALUATION

The monitoring of the above roadmap and the general assignment will be conducted by the Director – Food Agriculture and Natural Resource Management, Food Safety and Agriculture Unit

8.1. Definition of indicators

- a. Contents of the inception report
- b. Adherence to timelines
- c. Number of consultations/communication done with the FSA unit
- d. Submission of well edited and formatted documents

8.2. Special requirements

The Consultant will submit the document as per the Terms of Reference provided. The document will be signed off by the SPO-FSA and recommended to the Director FANR for consideration and further submission for approval.

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 LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)

REFERENCE NUMBER: SADC/3/5/2/170

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 LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)** in accordance with your Request for Expression of Interests number SADC/3/5/2/170, 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;*

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

REFERENCE NUMBER: SADC/3/5/2/170

- d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) they are being currently subject to an administrative penalty.*

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE

[insert full name]

- 1. Family name: *[insert the name]*
- 2. First names: *[insert the names in full]*
- 3. Date of birth: *[insert the date]*
- 4. Nationality: *[insert the country or countries of citizenship]*

- 5. Physical address: *[insert the physical address]*
- 6. Postal address *[Insert Postal Address]*
- 7. Phone: *[insert the phone and mobile no.]*
- 8. E-mail: *[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/3/5/2/170

<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/3/5/2/170– SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN 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/3/5/2/170 - SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN 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/3/5/2/170 - SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN 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/3/5/2/170 - **SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF LEGAL DOCUMENTS FOR CONSERVATION AND UTILIZATION OF ANIMAL GENETIC RESOURCES IN 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:	

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..