**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANTS**

**DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT**

**REFERENCE NUMBER: SADC/ICT/01/2018**

**JUNE 2018**

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

**“DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”**

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$**25,000.00** inclusive of professional fees, air tickets, per diems and other related expenses. Proposals exceeding this budget will not be accepted.

**4**. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Your proposal in a sealed envelope clearly marked **“REFERENCE NUMBER: SADC/ICT/01/2018 “DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT” 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: ***Friday 27 July, 2018 at 15:00 hours***

7. Proposals submitted by E-mail ***are*** acceptable and should be submitted to ictpolicy18@sadc.int. by the deadline in Para 6 above

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

|  |  |
| --- | --- |
|  **CRITERIA** | **POINTS** |
| Education and Training | 25 |
| General skills  | 15 |
| Specific skills | 60 |
| 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 (professional fees) 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 10 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

 Contact person: **Chisepo Lungu**

 Telephone: **3951863**

 Fax:**3972848**

E-mail:  clungu@sadc.int  **Copy to** ggwaza@sadc.int

The answer on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat’s website at the latest 7 calendar days before the deadline for submission of the proposals.

**ANNEXES:**

ANNEX 1: **Terms of Reference**

ANNEX 2**: Expression of Interest Forms**

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

**Sincerely,**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Name:** *Gift Mike Gwaza*

**Title:** *Head of Procurement Unit*

**Terms of Reference**

**A. Preamble**

The Southern African Development Community (SADC) has been in existence since 1980, when it was formed as a loose alliance of nine majority-ruled States in Southern Africa known as the Southern African Development Coordination Conference (SADCC). The transformation of the organisation from a Coordinating Conference into the Southern African Development Community (SADC) took place on August 17, 1992 in Windhoek, Namibia when the Declaration and Treaty was signed at the Summit of Heads of State and Government, thereby giving the organisation a legal character. The current Member States are Angola, Botswana, Comoros, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Kingdom of Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

Historically, SADC activities were managed by sector coordinating units which were hosted by different Member States. In March 2001, a decision was taken to restructure SADC Institutions, including the Secretariat. In particular, this involved the centralisation and relocation of many previously distributed functions within the Secretariat at the Headquarters located in Gaborone, Botswana.

The centralisation of activities of the Secretariat coupled with the implementation of SADC programmes and mainstreaming of ICT are putting a lot of strain on the existing ICT resources of the Secretariat.

An ICT Policy is current in use since 2009. However, this policy has to be reviewed in order to take on board organisational and technological changes.

The purpose of this exercise is to review the existing ICT Policy that will guide the future the effective, efficient and responsible use of ICT as a strategic tool for the Secretariat.

**B. Introduction**

Use of ICT within the SADC Secretariat took off in 1991 with the approval of a USAID funded Management Information System (MIS) project which was initiated in 1993. Evolving from the MIS Project, a Regional Information Technology Centre (RITC) was approved in 1994 and Local Area Network facilities were in place by 1996. The RITC then became what is now known as Information & Communication Technologies (ICT) Unit. A Senior Management Information Officer was recruited at the level of the Secretariat in the year 2000 to coordinate, monitor and implement the decisions of Summit and Council on ICT. This post has now been restyled as Head, ICT Unit.

The mission of the ICT Unit is to provide world-class ICT facilities through appropriate research and development, with the capacity and flexibility to satisfy the current and future ICT service needs of the Institution and the SADC region.

The SADC Secretariat is headquartered in Gaborone, Botswana where it has its main office and two satellite offices, one in the Central Business District and the other in Sebele. It also has two regional offices located in Lusaka, Zambia and Harare, Zimbabwe.

The ICT network of the Secretariat extends to all three SADC premises in Gaborone. It operates on a 24 hours a day and 7 days a week basis, except for occasional periods of planned maintenance (normally scheduled for after-hours or over week-ends/ holidays) and rare instances of unplanned, emergency maintenance.

The ICT infrastructure at the two regional offices in Zambia and Zimbabwe is currently being revamped with a view to centralising all ICT applications at the level of the SADC Headquarters in Gaborone.

**C. Overview of ICT initiatives**

The Secretariat has invested considerably in upgrading its ICT infrastructure over the last years. Staff have access to laptops/desktops with standard office automation software, linked to the Internet and the intranet. The back end ICT infrastructure has been consolidated over the years to provide a stable ICT platform. A state of the art unified communications infrastructure based on Cisco technology has been installed at the Secretariat. Dedicated wide area connectivity between the Secretariat and Member States is also under way. The automation of financial, procurement, payroll, planning and budgeting systems and the launch of ICT application projects in a few programme areas are some of the other key achievements.

The following is a non-exhaustive list of initiatives that have already been implemented:

1. *Consolidated and secure ICT infrastructure to provide a range of services such as:*
	* E-mail and webmail
	* Internet access
	* SADC Website, Intranet, Extranet and Discussion Forum
	* Central repository of data
	* SunSystems software for Finance Directorate
	* VIP application for Payroll and Human Resources Unit
	* Employee Self Service for leave system
	* Procurement Management System
	* Planning and Budgeting, ICP and Monitoring &Evaluation, three modules of the SADC Information Management System(SIMS)
	* Service desk for ICT support to end users
2. *On-going support to ICT aspects of Regional Programmes*

Regional applications such as Livestock Information Management System(LIMS), Agricultural Information Management System(AIMS), Online competition cases, Tax database, Medicine prices database and disaster risk reduction are already operational. There is also on-going assistance to regional initiatives such as Trafficking in persons and the Trade Information Portal.

1. *ICT Strategy (2016-2020) and ICT Policy for the Secretariat*

The ICT Strategy is the master plan for harnessing ICT within the Secretariat while the ICT Policy outlines the parameters for acceptable use of ICT within the Secretariat. These documents have been prepared with financial assistance from the European Union.

1. *Unified Communications*

A state of the art unified communications infrastructure based on Cisco technology was put in place in 2010 at the Secretariat.

1. Training of Staff

Workshops are organised on a regular basis for Directorates and Units with a view to enhancing ICT proficiency of staff.

1. *Disaster Recovery Site*

An IT disaster recovery site has been implemented at Sebele to ensure continuity in ICT services in case of a major disaster. This disaster recovery site is one of the building blocks of the Business Continuity Plan of the Secretariat.

1. *Wide Area Network(WAN) and Video Conferencing*

At regional level, a WAN based on satellite connectivity has been deployed at the Secretariat and within Member States as part of the Regional Early Warning Centre of the Organ. To date, the main satellite hub has been installed at the Secretariat and satellite dishes are operational in Angola, Botswana, Mozambique, Namibia, South Africa, United Republic of Tanzania, Zambia and Zimbabwe. Four other Member States are expected to join the network in the coming months. This WAN will be used, amongst others, for video conferencing and data communication between the Secretariat and Member States.

Connection of the Secretariat to the African Union is already in place.

It is to be noted that all computerisation initiatives are spearheaded by the IT Steering Committee chaired by the Deputy Executive Secretary (Corporate Affairs)

**C. Objectives of the consultancy**

The objective of this assignment is to review the existing ICT Policy to take on board organisational and technological changes so as to guide the continued effective, efficient and responsible use of ICT within the Secretariat.

**D. Issues to be addressed by the consultancy**

Purpose

The purpose of the ICT Policy is to establish boundaries for acceptable behaviour and guidelines for best practices for the continued effective, efficient and responsible use of ICT within the SADC Secretariat.

The scope of this assignment shall cover all Directorates and Units of the SADC Secretariat including the regional offices in Zambia and Zimbabwe.

Results

1. Updated work plan (including methodology and approach) within **two (02) weeks** after signature of contract.
2. Draft ICT Policy **within six (6) weeks** after submission of the updated work plan and a presentation of major recommendations to the Customer prior to submission of the final report.
3. Final ICT Policy within **two (2) weeks** of reception of comments on the draft ICT Policy from the Customer.

 All deliverables shall be submitted in **four (4)** copies.

Activities/tasks/duties

The preparation of the ICT Policy will cover the following tasks:

1. Assess the current information flow, existing processes, procedures, policies and information systems both within the Secretariat(client) and between the Secretariat and Member States.
2. Identify information needs and policies (both internal and external) for the client to support its vision, mission and objectives.
3. Perform a gap analysis between the current and desired states.
4. Propose relevant policies to establish boundaries for acceptable behaviour and guidelines for best practices for the continued effective, efficient and responsible use of ICT within the SADC Secretariat. Such policies should include, amongst others, areas such associal media, backups, information security, service desk and support and antivirus*.*

Risks and assumptions

The Consultant will need to make a pragmatic assessment of the risks associated with the successful realisation of the results. The Consultant should make an assessment of the relevance of the purpose and results of the assignment, the coherence of the purpose with overall regional objectives.

**E. Location**

The assignment will be conducted at the SADC Secretariat in Gaborone, Botswana. Information collection from relevant SADC Institutions outside Gaborone will be done through questionnaires to reduce costs.

**F. Expertise required**

The broad expertise of the Consultant required will be as follows:

1. At least a first degree in the field of Information Systems or any related field acceptable to the client;
2. At least 8 years proven track record in managing computerisation projects;
3. At least 4 years proven experience in information systems planning and policy formulation;
4. Familiarity with project formulation, elaboration and financing;
5. Skills and proven experience in training needs analysis;
6. Proven experience in process reform and change management; and
7. Experience in the design/implementation of Information Systems for regional/international organisations would be an advantage.

The Consultant should respond to these indicative requirements in his/her offer, demonstrating whether and how he/she can adhere to or improve on it. Curriculum vitae of no more than four pages and in the format specified in the tender document, should be submitted. In case more than one expert is proposed, all experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

1. **Facilities to be provided to the Consultant**

The SADC Secretariat shall make the following available for the Consultant:

1. Office space and furniture;
2. Network resources for file-sharing, printing and internet access; and
3. Basic, part-time Secretarial and Administrative support.

If the Consultant requires a full-time Secretary, then this should be catered for by the Consultant as part of the proposal.

1. **Reporting**

The consultant will report to a steering committee that will be set up at the level of the Secretariat.

The consultants will present the following reports:

1. Updated Work Plan
2. Monthly Progress Reports
3. Draft ICT Policy
4. Final ICT Policy

All reports shall be in the English language, printed on A4 paper. The Final Information Plan and Policy (including all supporting documentation) shall also be provided in both Ms Word and Pdf formats.

The distribution of reports shall be as follows:

|  |  |  |
| --- | --- | --- |
| **Report title** | **Recipient** | **N°. of copies** |
| Draft Work Plan | Steering Committee | 4 |
|  |  |  |
| Monthly Progress Reports | Steering Committee | 4 |
|  |  |  |
| Draft ICT Policy | Steering Committee | 4 |
|  |  |  |
| Final ICT Policy | Steering Committee | 4 |
|  |  |  |

**J. Time schedule**

The intended commencement date is **20 August, 2018** and the period of execution of the contract will be a maximum **10 weeks** from this date.

**K. Assistance to be provided to the consultant(s) by the Contracting Authority/Supervising Authority**

The Contracting Authority will facilitate the consultant’s assignment, in particular, with:

1. Entry and exit visas for the consultant’s expatriate staff;
2. Any permits required for the consultant’s staff to carry out their duties within the country;
3. Residence permits for the consultant’s staff and their immediate families;
4. The import and export of personal belongings of the consultant’s expatriate staff during the execution of the project, and of equipment for the implementation of the consultancy in accordance with the provisions of Articles 308, 309 and 310 of the Fourth Lomé Convention (Or the corresponding Articles of the Cotonou Agreement); and
5. The Supervising Authority will make available all relevant reports, documents, maps and data to the consultant’s staff.

**ANNEX 2: Expression of Interest Forms**

[A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT 12](#_Toc267927845)

[B. CURRICULUM VITAE 14](#_Toc267927846)

[C. FINANCIAL PROPOSAL 18](#_Toc267927847)

#

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

REFERENCE NUMBER: **SADC/ICT/01/2018**

**REQUEST FOR SERVICES TITLE:**

**CV FOR CONSULTANCY FOR THE “DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”**

[*Location, Date*]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **“DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”** in accordance with your Request for Expression of Interests number **SADC/ICT/01/2018***,* dated [*insert date*] for the sum of [*Insert amount(s) in words and figures*1[[1]](#footnote-1)]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *[“does” or “does not” delete as applicable]* includeany of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]:

Name and Title of Signatory:

B. CURRICULUM VITAE

***[insert full name]***

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

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

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

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

**16. Specific experience in the region:**

|  |  |
| --- | --- |
| **Country** | **Date from - Date to** |
| *[insert the country]* | *[indicate the month and the year]* |
| *................* | *......................* |
| *[insert the country]* | *[indicate the month and the year]* |

**17. Professional experience:**

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

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

***[insert the details]***

***19. Statement:***

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

I hereby declare that at any point in time, at the SADC Secretariat’s request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above**[[2]](#footnote-2),** documents which are attached to this CV as photocopies.

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

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

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

# C. FINANCIAL PROPOSAL

**REFERENCE NUMBER:** **SADC/ICT/01/2018– CONSULTANCY FOR THE “DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”**

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

Signature [*In full and initials*]:

Name and Title of Signatory:

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

STANDARD TERMS OF CONTRACT

(Individual Consultant)

**REFERENCE NUMBER: SADC/ICT/01/2018– CONSULTANCY FOR THE “DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”**

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

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

**and, on the other hand,**

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Definitions**

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

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

**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/ICT/01/2018– CONSULTANCY FOR THE “DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”** andreflected as such in the Annex 2 of this contract**.**

* 1. **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest *SADC/ICT/01/2018*- **CONSULTANCY FOR THE “DEVELOPMENT OF AN ICT POLICY FOR THE SADC SECRETARIAT”.**
	2. **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).
1. **The Services**

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

1. **Payment**
	1. The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
	2. Payment shall be made to the Individual Consultant in US $ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.
	3. Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.
2. **Status of the Individual Consultant**
	1. For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity’scontractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity’s country.
	2. The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.
	3. The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant’s fees.
	4. The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.
3. **Supervision of the Services**

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

1. **Compliance with this contract**

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

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

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

1. **Liability of the Individual Consultant**
	1. The Procuring Entity will be relying on the Individual Consultant’s skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
	2. In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
2. the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entitybecomes aware of them;
3. the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
4. the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
	1. At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
	2. The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.
5. **Insurance**
	1. The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
	2. The cost of such insurances will be covered from reimbursable expenses of the contract.
	3. Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
	4. All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entityshall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
	5. The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.
6. **Copyright**
	1. Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant’s own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

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

1. **Non Disclosure & Confidentiality**
	1. The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
	2. If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultantin relation to the Procuring Entity.
2. **Suspension or Termination**
	1. In response to any factors out of the control of Procuring Entityand/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days’ notice in writing, terminate in whole or in part or suspend the Individual Consultant’s performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
	2. The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
	3. In the event of early termination of the Contractunder sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
3. **No Waiver**

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

1. **Variations**

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

1. **Jurisdiction**

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

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

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

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

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

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

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

*[insert the Terms of Reference]*

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[7]](#footnote-7)** | **Unit** | **No. of Units** | **Unit Cost[[8]](#footnote-8)****(in US$)** | **Total****(in US$)** |
| **Fees** | Day |  |  |  |
| **Reimbursable expenses, out of which**  | ***Total*** |  |  |  |
| 1 | Per diem allowances | Day |  |  |  |
| 2 | Flights[[9]](#footnote-9) | Trip |  |  |  |
| 3 | Miscellaneous travel expenses[[10]](#footnote-10) | Trip |  |  |  |
| 4 | Insurances cost, out of which: | Lump sum  |  |  |  |
|  | i) | Life insurance (including repatriation) | Lump sum |  |  |  |
|  | ii) | Heath insurance  | Lump sum |  |  |  |
|  | iii) | Third party liability insurance | Lump sum |  |  |  |
|  | iv) | Professional liability insurance | Lump sum |  |  |  |
| 5 | Drafting, reproduction of reports | Lump sum |  |  |  |
| 6 | Office rent | Per month |  |  |  |
| 7 | Others**4** | TBD |  |  |  |
| **TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)**  |  |

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

* 15 (**Fifteen**) per cent upon signing of the contract and submission and acceptance by SADC of the assignment inception report;
* 25 (**Twenty-five**) per cent upon submission and acceptance by SADC of the draft study report;
* **25 (**Twenty-five**) per cent upon consolidating comments and presentation of the draft study report and the draft minimum standards after the validation workshops;**
* 35 (**Thirty-five**) percent upon finalization and submission of all outputs and its acceptance by SADC.

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

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-1)
2. ***The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.***  [↑](#footnote-ref-2)
3. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-3)
4. Indicate unit cost.. [↑](#footnote-ref-4)
5. Indicate route of each flight, and if the trip is one- or two-ways [↑](#footnote-ref-5)
6. Provide clear description of what is their exact nature [↑](#footnote-ref-6)
7. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-7)
8. Indicate route of each flight, and if the trip is one- or two-ways. [↑](#footnote-ref-8)
9. Indicate unit cost. [↑](#footnote-ref-9)
10. Provide clear description of what is their exact nature [↑](#footnote-ref-10)