

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

**CONSULTANCY FOR THE DEVELOPMENT OF THE SADC
HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW
FRAMEWORK**

REFERENCE NUMBER: SADC/3/5/2/109

JULY 2020

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

**CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED
CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK**

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 professional fees for this contract is US **\$9,600.00**. Proposals exceeding this budget will not be accepted.
5. 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.
6. Proposals should be submitted by e-mails only to; priceindex2021@sadc.int by **28th July 2020 at 15:00 hours**

7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Educational Qualifications	20
Specific Experience	60
General Experience	20
Total	100

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

(i) **PRICES:**

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

- (ii) **EVALUATION AND AWARD OF THE CONTRACT:** Expressions of Interest determined to be formal and technical compliant to the requirement will be evaluated by comparison of their prices. An Expression of Interest is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above), has received minimum 80 points at the technical evaluation, and the financial proposal does not exceed the maximum available budget for the contract. The award will be made to the applicant who obtained the highest technical score and submitted administrative and technical compliant Expression of Interest.

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

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

9. The assignment is expected to take forty-five (45) working days from the signature of the contract.
10. 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: **Mr Deepchandsingh Jagai**

Telephone: **3951863**

Fax: **3972848**

E-mail: djagai@sadc.int

Copy to ; pchifani@sadc.int and zruth@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 3 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: *Veronica Zulu - Chingalawa*
Title: *Head of Procurement Unit*



TERMS OF REFERENCE (TOR) FOR THE DEVELOPMENT OF THE SADC HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK

BACKGROUND

1. The Regional Indicative Strategic Development Plan (RISDP) was developed and approved by Summit in 2003 for a 15-year period, but was effectively implemented from 2005, thus giving an implementation time-frame of 2005-2020. As the main blueprint for the SADC programme of action, the RISDP was to complement the restructuring of SADC institutions that took place in 2001 and to provide a clear direction for SADC policies and programmes over the long term. The RISDP is built on the premise that good political, economic and corporate governance are prerequisites for sustainable socio-economic development, and that SADC's objectives for poverty eradication and deeper levels of integration will not be realised if these are not in place. The revised RISDP for the period 2015 – 20 has placed “Industrial Development and Market Integration” as the highest priority for regional integration that includes “Stability oriented macroeconomic convergence” as a core component with the specific objective to enhance macroeconomic environment in the region for sustainable economic development.
2. The 2006 SADC Finance and Investment Protocol (FIP) seeks to foster harmonisation of the financial and investment policies of the Member States in order to make them consistent with objectives of SADC. One of the factors to meet the above objective is through achievement and maintaining of macroeconomic stability and convergence within the region. As such, restricting inflation to low and stable levels is one of the stability-oriented macroeconomic policies identified for implementation through a sound institutional structure and framework in the Protocol. Furthermore, the rate of inflation is one of the primary statistical indicators to measure progress in macroeconomic convergence for price stability in the region. Within the scope of monitoring macroeconomic convergence in the region, the SADC Macroeconomic Surveillance Mechanism (MCSM) is operational annually through peer reviews of economic policies undertaken by Member States. The overall aim of the MCSM is to foster the adoption of economic policies and economic management standards and practices that will facilitate regional economic and financial integration that will lead to economic growth, sustainable development and poverty alleviation and thereby enhance the standard and quality of life of the citizens of Member States. Statistical data including inflation data transmission is central to the peer

review process and they shall be subjected to auditing to ensure accuracy and credibility of the peer review process as prescribed in the MCSM. In addition, in July 2019, the Committee of Ministers of Finance and Central Bank Governors emphasised the need for SADC to harmonise and improve macroeconomic statistics in support of the Macroeconomic Convergence Programme.

3. The Regional Indicative Strategic Development Plan (RISDP) also cites and recognizes statistics as one of the cross-cutting Priority Intervention Areas. The overarching objective of regional statistics is to support regional integration by making available relevant, timely and accurate regional statistical information to be used for policy formulation, planning, protocol monitoring and decision-making. The revised RISDP (2015-2020) cites the core area of focus of statistics, in line with the SADC Regional Strategy for Development of Statistics (RSDS) on: harmonization of regional statistics, statistical capacity building in the region and development of regional statistical databases.
4. The SADC RSDS is the operational framework/instrument to roll out statistical functions for supporting regional integration priorities embedded in RISDP and its current implementation period is 2015 – 20 and aligned to that of the RISDP. One of the strategic focus areas of the RSDS is to increase comparability and quality of prioritised regional statistics through development of relevant manuals and guidelines for production of harmonized statistics and subsequent training on the agreed frameworks and common statistical standards to enhance requisite capacity at both the national and Secretariat level. The strategy identifies harmonization of price statistics as core component to provide a firm basis for measuring and analysing inflation in the region with the resulting effect of producing and disseminating HCPIs on a monthly and sustainable basis.
5. The development of HCPIs in SADC region began in 1995 when SADC Secretariat embarked on harmonizing a number of statistical indicators and through the technical and financial support of the European Union (EU), a project was conceptualized to assess and identify possibilities and conditions for the implementation of comparable CPIs in SADC Member States. The implementation of the programme began in November 2002 that lasted up to 2006. Post 2006, the harmonization of consumer price index activity continued through a joint collaborative arrangement between SADC and COMESA Secretariats through the support of the African Development Bank. Methodological guidelines were developed by the project and implemented by both Secretariats and Member States to produce and disseminate monthly HCPIs as from January 2011 to date.
6. The SADC Statistics Committee (SSC), comprising of SADC Heads of National Statistical Offices (NSOs) and acting upon technical advice from the Technical Working Group on HCPI for SADC – COMESA regions, emphasized on the

need for SADC Secretariat to come up with mechanisms for sharing practices and ensuring compliance to HCPI regulations by NSOs of Member States. As such, during its 26th Meeting in May 2019, the SSC directed Secretariat to develop a framework with specific guidelines to facilitate the conduct of reviews of HCPI methodologies at national level to ensure full compliance of the methodological guidelines for producing HCPIs at national level. It is within the above background that SADC Secretariat is looking develop a review framework of HCPI and its associated data sources to further capacitate Member States to produce comparable inflation rates to monitor the SADC macroeconomic convergence programme.

PURPOSE

7. The purpose of this exercise is to develop a tool for coordinating and undertaking reviews of HCPI methodological features at national level. The main objective is to ensure all Member States are fully compliant to the methodological guidelines of HCPI for comparability.

OBJECTIVE

8. The objective of the assignment is to develop a SADC HCPI Review Framework to facilitate the operationalization of regular reviews within the objective of ensuring harmonization of prices statistics.

SCOPE OF WORK and METHODOLOGY

9. **Scope:** This assignment consists of reviewing relevant SADC policy frameworks related to price statistics production and use at regional level in addition to HCPI Technical Guidance Notes (TGNs). The development of the SADC HCPI framework should look at existing review frameworks for statistical matters at continental and global level, in particular, peer reviews of National Statistical Systems of Pan-African Institutions, the IMF data quality assessment framework and Eurostat. Coverage should also look at special surveys undertaken to cater for compliance to domestic concept of HCPI, planning & execution of household surveys and linkages to other core economic statistics such as National Accounts and Balance of Payments. The framework should also provide specific guidelines for Member States to prepare self-assessment reports, principles to adhere to, scope, participation, institutional structures to roll out the process and specific procedures to run the regular reviews. It is envisaged to have an online validation session with national prices experts prior to submission to the SADC Statistics Committee (SSC) for consideration and approval.
10. **Methodology:** The assignment will be carried out primarily through a desk study. This will be complimented by consultations with SADC Secretariat and

Member States to obtain critical elements to be considered for incorporation in the development of the HCPI Review Framework as well to obtain clarification on pertinent issues.

11. In particular, the consultant will be required to:

1. Review relevant SADC policy frameworks and strategies, in particular the RISDP, RSDS, FIP and MCSM to determine pertinent issues for inclusion in the HCPI Review Framework to ensure relevance to user's needs for regional integration.
2. Prepare specific structure in the framework based on the HCPI TGNs and other technical aspects of HCPI currently not included in the TGNs, for capturing methodological practices of countries to enable preparation of self-assessment and review reports. The coverage should also include pertinent issues related to household surveys and linkages of prices statistics to National Accounts and relevant core set of economic statistics.
3. Assess the national, regional, continental and international environment for statistical development on HCPIs to ensure that the Review Framework is sufficiently robust to address relevant issues
4. Prepare a draft HCPI Review Framework of underlying considerations to the above points.
5. Present and validate the draft HCPI Review Framework to NSOs of Member States and SADC Secretariat for input and discussion as a resource person in an online validation workshop.
6. Prepare a validation report documenting NSOs of Member States and Secretariat inputs to the Framework.
7. Prepare a revised and final version of the SADC HCPI Review Framework incorporating inputs from Secretariat and NSOs of Member States for submission to the SSC for consideration and approval.

DELIVERABLES AND MILESTONES

12. Expected deliverables are as follows:

- i. A final detailed inception report, 1 week from start of the assignment, outlining the consultant's understanding of the assignment and the approach to be employed. The inception report will be discussed prior to the commencement of the assignment;
- ii. Draft HCPI Review Framework, 3 weeks from submission of detailed inception report of the assignment incorporating:
 - a. Policy documents review
 - b. Key issues in the national, regional, continental and international statistical development in HCPIs

- c. Core structures covering principles, methodology, institutional aspects and others in the framework for coordinating and undertaking of regular reviews
- iii. Revised HCPI Review Framework incorporating inputs of NSOs of Member States and Secretariat post online validation workshop, 1 week after submission of draft Review Framework.

CONTRACT DURATION

- 13.** The contract will run over a period **not exceeding three months**, inclusive of all the deliverables and milestones.

QUALIFICATIONS AND COMPETENCIES

- 14.** The assignment requires the services of a CPI/HCPI Statistics Expert with the following minimum requirements:

Qualification for the Statistics Expert:

- i. A Master's degree in statistics, economics or related field.
- ii. At least 15 years' experience in undertaking and managing statistical functions in the area of prices statistics, in particular CPI and household expenditure surveys.
- iii. Demonstrated experience in the development and implementation of HCPI at regional/continental and national level.
- iv. Experience in undertaking technical assistance in countries and development of methodological guidelines on CPI/HCPI and household expenditure surveys as a resource person.
- v. In depth-knowledge of statistical developments at national/continental/global level in the area of price statistics and international comparison programme.
- vi. Fluency in written and spoken English; knowledge of French and Portuguese would be an advantage.

BUDGET/ REMUNERATION

- 15.** The budget ceiling for this assignment will be **\$9600** and shall be desk-based and shall not require travel and accommodation. The SADC Secretariat Project Coordination Team (PCT) can request updates at any time during the course of the assignment. Regular communication including the validation with prices statistics experts of Member States, would be via skype/zoom video conference between Consultant and PCT throughout the project.

The payment schedule will be as follows:

20% of the contract value upon submission of Inception Report, detailing the methodology or conceptual framework to be employed, acceptable to the Procuring Entity;

60% of the contract value upon submission of draft HCPI Review Framework, acceptable to the Procuring Entity; and

20% of the contract value upon submission of Revised HCPI Review Framework, acceptable to the Procuring Entity.

PROJECT MANAGEMENT AND COORDINATION TEAM

- 16.** The individual consultant will take full responsibility for the smooth and timely delivery of outputs for the project. The role of the Secretariat will mainly be to support the consultant with the relevant documentation and to make the necessary logistical arrangements for the assignment requirements. The SADC Secretariat will provide oversight through the Director, Policy Planning and Resource Mobilization. At the technical level, the consultant will be supervised by the Project Coordination Team consisting of the Head of the Statistics Unit and the Officer – Research and Statistics to provide regular updates and respond promptly to the requirements of SADC Secretariat as well as stick to the timelines provided.

Name	Designation	Contacts
Mr Deepchandsingh Jagai	Senior Officer – Research and Statistics	djagai@sadc.int
Ms Zara Ruth	Officer – Research and Statistics	zruth@sadc.int

TIMELINE

TASK	Not Later than
Consultancy start date	03 rd August 2020
Inception Report	10 th August 2020
Draft HCPI Review Framework	31 st August 2020
Validation workshop	04 th September 2020
Revised HCPI Review Framework	07 th September 2020

ADDITIONAL INFORMATION

- 17.** The deliverables must be submitted as soft copies in MS Word format. All information handled is confidential and may not be shared with third parties unless specifically authorized.

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: SADC/3/5/2/109

**CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED
CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK** in accordance with your Request for Expression of Interests number **SADC/3/5/2/109**, dated [insert date] for the sum of [Insert amount(s) in words and figures¹¹]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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 9 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

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

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

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

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

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

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

[Insert the details]

19. Statement:

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

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

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 17 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

REFERENCE NUMBER: CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK

N°	Description ¹	Unit ²	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 ³	Trip	N/A		
3	Miscellaneous travel expenses ⁴	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: _____

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

² Indicate unit cost..

³ Indicate route of each flight, and if the trip is one- or two-ways

⁴ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: **SADC/3/5/2/109- CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK**

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

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

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

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

Contract value means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated **[insert the date]** for the project **SADC/3/5/2/109- CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK** reflected as such in the Annex 2 of this contract.

Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest

SADC/3/5/2/109 - CONSULTANCY FOR THE DEVELOPMENT OF THE SADC HARMONIZED CONSUMER PRICE INDEX (HCPI) REVIEW FRAMEWORK

Services means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

2. The Services

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

3. Payment

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

4. Status of the Individual Consultant

- 4.1 For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.
- 4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.
- 4.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country (ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

5. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (s), he shall allow

access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

6. Compliance with this contract

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

7. Assignment and Subcontracting

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

8. Breach of the Terms

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

9. Liability of the Individual Consultant

- 9.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
 - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s) he expresses a serious reservation.

10. Insurance

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

- 10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

11. Copyright

- 11.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-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.

12. Non Disclosure & Confidentiality

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

13. Suspension or Termination

- 13.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

13.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s) he gives a 30 days prior written notice to the Project Director.

13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

14. No Waiver

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

15. Variations

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

16. Jurisdiction

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

The following Annexes are integral part of this Contract:

Annex 1: 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, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
2. The breakdown of prices is:

N°	Description ¹	Unit	No. of Units	Unit Cost ² (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health 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)					

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

² Indicate route of each flight, and if the trip is one- or two-ways.

³ Indicate unit cost.

⁴ Provide clear description of what is their exact nature

3. The payment will be made as per the following schedule and against the following key deliverables;

20% of the contract value upon submission of Inception Report, detailing the methodology or conceptual framework to be employed, acceptable to the Procuring Entity;

60% of the contract value upon submission of draft HCPI Review Framework, acceptable to the Procuring Entity; and

20% of the contract value upon submission of Revised HCPI Review Framework, acceptable to the Procuring Entity.

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.