

**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANTS**

**CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL  
SECURITY REQUIREMENTS FOR SADC SECRETARIAT**

**REFERENCE NUMBER: SADC/3/5/2/95**

**14<sup>th</sup> JULY 2020**

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

**CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL SECURITY  
REQUIREMENTS FOR 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\$10,000.00 inclusive of professional fees and reimbursable 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. Proposals should be submitted by e-mails only to; [physics2020@sadc.int](mailto:physics2020@sadc.int) by **7<sup>th</sup> August 2020 at 15:00 hours**
6. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualification and Skills	20
Specific Professional Experience	60
General Professional Experience	20
Total	100

7. 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.
8. The assignment is expected to take thirty (30) working days from the signature of the contract.



9. 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 Buti Rakhetsi

Telephone: **+267 364 1989 / 3951863**

Fax: **3972848**

E-mail: [pchifani@sadc.int](mailto:pchifani@sadc.int) and [tenders@sadc.int](mailto:tenders@sadc.int)

In copy to [brakhetsi@sadc.int](mailto:brakhetsi@sadc.int) and [frandrianiaina@sadc.int](mailto:frandrianiaina@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,



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**Name: Veronica Zulu - Chingalawa**

**Title: Acting Senior Officer -Procurement**

## ANNEX 1: TERMS OF REFERENCE



### Terms of Reference for SADC Physical Security Consultancy

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## **BACKGROUND INFORMATION**

### Preamble

The Southern African Development Community (SADC) is an inter-governmental organization headquartered in Gaborone, Botswana. Its goal is to further socio-economic cooperation and integration as well as political and security cooperation among 16 Southern African states.

### Contracting Authority

The Contracting Authority is SADC Secretariat, represented by its Executive Secretary.

### Background

SADC Secretariat is currently located on Plot 54385 in the central business district of Gaborone and has a satellite office in Sebele, Botswana about 10km from the headquarters. The secretariat headquarters has 24/7 manned security personnel who provide security at the premises. The secretariat also has an Access control system as well as a CCTV system which are now due for replacement while the Sebele office does not have both access control nor CCTV but relies on ordinary lock and key mechanism. The secretariat is looking for a security expert who will come and conduct a comprehensive security review of the entire secretariat, identify any gaps in the current physical security setup and provide a comprehensive security plan detailing recommendations as well as all the requirements, indicative costs and a roadmap in order of priority on how to attain the proposed recommended level of security. The secretariat is looking for a complete security solution including how to check vehicles and persons entering the premises as well use of state of latest technologies for CCTV, Access control including biometric authentication, motion detection cameras, x-ray scanners etc.

### Related programmes and other donor activities

The project consultancy may either be funded by Member States or International Cooperating Partners (ICPs)

## **OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### Overall objective

The overall objective of the project for this contract is to carry out a comprehensive security assessment of the SADC secretariat and its Sebele Office, identify and highlight gaps and provide recommendations as well as a detailed roadmap and indicative costs in order of priority on how the desired or proposed level of security will be attained.



The purpose of this contract is to review current Security systems such as the CCTV, Access Control and time logging systems at the SADC secretariat, identify security gaps and propose new solutions as well as a detailed roadmap and indicative costs on how to implement the desired solutions or systems.

#### Results to be achieved by the Contractor

The contractor is expected to achieve the following results:

Produce a Final Security Assessment Report covering the following:

- i. Current security systems in place.
- ii. Current security deficiencies, gaps or missing systems.
- iii. A detailed listing of proposed systems to be implemented after assessing current systems in place.
- iv. Provision of a roadmap with estimated durations for each activity or system implementation for the proposed systems or solutions with proposed sequences or priorities and indicative costs.
- v. Estimates of cost of procurement, implementation, training and maintenance for all proposed solutions.
- vi. State how integration of proposed systems will be achieved to improve information flow between proposed systems and avoid systems working in isolation.
- vii. Propose a time logging system for staff which will integrate with the Access Control system proposed.

Produce technical requirement document(s) that can be used for the acquisition of consultant or consulting firm(s) for the implementation of the approved solution.

#### **ASSUMPTIONS & RISKS**

Availability of key stakeholders such as the staff members from the relevant directorates such as Organ, ICT, Administration, Finance, Procurement and any other relevant stakeholders during the contract period.

As security is a vital consideration for the secretariat, this assignment should not be delayed but promptly conducted and recommendations implemented after approval.

#### **SCOPE OF THE WORK**

##### General

##### Description of the assignment

The assignment involves reviewing of the current SADC security posture so as to identify any security gaps, outdated or lacking systems and propose remedies in order of priority for all findings in order to ensure the desired level of security for the secretariat.



Geographical area to be covered

The primary location of the services provided will be SADC Secretariat headquarters and the SADC Sebele offices in Gaborone, Botswana.

Target groups:

The main target group and immediate beneficiaries of the services to be provided through this contract is the staff of the Secretariat.

Specific work

The consultant is expected to perform the following;

Reference	Main Activities	Comment
<b>Security Systems Review – Phase 1</b>	<ul style="list-style-type: none"> <li>• Review the existing CCTV Infrastructure</li> <li>• Review the existing Access Control Infrastructure</li> <li>• Review the existing time and attendance system for both, staff and visitors.</li> <li>• Review the existing Vehicle checkpoint system at the Secretariat.</li> <li>• Review the existing perimeter security system.</li> <li>• Review existing Policies and Procedures</li> </ul>	This will enable consultant appreciate the current level of security so as to identify current gaps.
	<ul style="list-style-type: none"> <li>• Identify gaps in the existing CCTV Infrastructure</li> <li>• Identify gaps in the existing Access Control infrastructure</li> <li>• Identify gaps in the existing time and attendance system for both staffs and visitors.</li> <li>• Identify gaps in the existing vehicle checkpoint system</li> <li>• Identify gaps in the existing perimeter security system</li> <li>• Identify gaps in the existing policies and procedures</li> </ul>	This will highlight current deficiencies
	<ul style="list-style-type: none"> <li>• Propose Solutions whilst considering as must as much as possible the following:</li> </ul>	These will bridge current gaps

	<ul style="list-style-type: none"> <li>viii. Cost-effectiveness and viability.</li> <li>ix. Centralisation</li> <li>x. Ease of integration to a central Information Management System such as a Physical Security Information Management (PSIM)</li> <li>xi. Ease of maintenance by local contractor.</li> </ul>	
	<p>The security expert shall produce a final report detailing the following:</p> <ul style="list-style-type: none"> <li>i. The gaps identified, the risks involved and their impact;</li> <li>ii. Recommended solutions to address the gaps identified</li> <li>iii. recommend the most feasible solutions for implementation;</li> <li>iv. indicate the estimated duration and budget to implement each proposed solution; and</li> <li>v. Recommend priority areas.</li> </ul>	<p>This report will be used to address current deficiencies.</p>
<p><b>Security Systems Review – Phase 2</b></p>	<p>The security expert shall produce technical requirement document(s) that can be used for the procurement of services for the implementation of the approved solution by consultant(s) or consulting firm(s).</p>	<p>This task shall take place only once management has chosen one of the recommended solution.</p>

## PROJECT MANAGEMENT

Responsible body:

The project will be managed by Administration Unit in collaboration with all relevant units particularly ICT, Organ, Procurement and Finance.

Facilities to be provided by the Contracting Authority and/or other parties:

The Consultant will be provided with office space while onsite.

## LOGISTICS AND TIMING

Location

The project will primarily be executed at SADC Secretariat Headquarters and SADC Sebele offices, Gaborone Botswana

Commencement Date & Period of implementation of tasks

The intended start date is **August 2020** and the period of implementation of the contract will be approximately 60 calendar days from this date.

## REQUIREMENTS

Staff

### **Key Expert: Physical Security Subject Matter Expert (SME)**

The physical security SME should submit a detailed CV demonstrating verifiable experience in implementation and consultancy work conducted in security systems and solutions.

(ii) Qualifications and skills:

(a) A University Degree from a recognised university.

(b) Certifications in relevant security systems or solutions will be an added advantage

(c) An additional demonstrable experience of 3 years hands on experience in Security Systems and Solutions OR experience in Law Enforcement (in addition to the 10 years below) can compensate for lack of a university degree.

(ii) Specific professional experience:

(a) Minimum of 10 years demonstrable experience in security systems' related consultancy, implementation, deployment or maintenance of security solutions.

(iii) General professional experience:

(a) Professional experience in security systems solutions design, deployment and consultancy.

Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualification and Skills	20
Specific Professional Experience	60
General Professional Experience	20
Total	100

## **Office accommodation**

Office accommodation will be provided for the consultant by SADC Secretariat during the time the consultant is on site.

Facilities to be provided by the Contractor

The Contractor (SADC) shall ensure that expert is adequately supported and equipped and will provide access to current systems and provide information on current systems.

Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

## **REPORTS**

Reporting requirements

The Contractor will submit the following reports in English in one original:

Inception Report to be produced after a week from the start of implementation. In the report the Contractor shall provide a report detailing the following

- (i) Detailed plan on proposed execution of the assignment.
- (ii) Detailed plan on required inputs for successful completion of the assignment.

Draft report (main text, excluding annexes). This report shall be submitted within two week after the approval of the Inception report.

Final report with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is a week after receipt of comments on the draft final report from SADC Secretariat. The report shall contain a sufficiently detailed description of the different options to support an informed decision on the project. The detailed analysis underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.

Technical requirement document(s) that can be used for the procurement of services for the implementation of the approved solution by consultant(s) or consulting firm(s).

Submission and approval of reports

The report referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports.

## **MONITORING AND EVALUATION**

Definition of indicators

Progress reports submitted in time

Review of current systems report

Listing of proposed systems with estimates of durations, costs and priority.

Submission of draft report

Submission of final report

## **MONITORING AND EVALUATION**

### **Definition of indicators**

The Consultant will be required to ensure that reporting is done against measurable indicators. These indicators should reflect the Consultant's commitment to delivering quality outputs in a timely manner, and they should be aligned with the Organisation and Methodology proposed by the contractor. The final set of indicators should be provided in the inception report along with progress to be monitored.

The Consultant will have to develop quantitative and qualitative parameters to assess achievement of the expected results over the period of the contract. Regular monitoring of progress of the results will be conducted to evaluate progress on each parameter.

### **Special requirements**

The Consultant must declare any potential conflict of interest between the provision of the requested services, and other activities in which they, a member of their consortium or group (s), or any expert proposed in their offer is engaged. Conflicts of interest will be examined on a case by case



**ANNEX 2: Expression of Interest Forms**

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

**REFERENCE NUMBER: SADC/3/5/2/95**

**CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL SECURITY  
REQUIREMENTS FOR SADC SECRETARIAT**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL SECURITY REQUIREMENTS FOR SADC SECRETARIAT** in accordance with your Request for Expression of Interests number **SADC/3/5/2/95**, dated [insert date] for the sum of [Insert amount(s) in words and figures<sup>11</sup>].

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.

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<sup>1</sup> 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: \_\_\_\_\_

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**B. CURRICULUM VITAE**  
*[insert full name]*

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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:**

<b>Institution:</b> <b>[Date from – Date to]</b>	<b>Degree(s) or Diploma(s) obtained:</b>
<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)

<b>Language</b>	<b>Reading</b>	<b>Speaking</b>	<b>Writing</b>
<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:**

<b>Country</b>	<b>Date from - Date to</b>
<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
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b>	<i>[indicate the exact name and title and if it was a</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

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

**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 above<sup>1</sup>, 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**

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<sup>1</sup> *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.*



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**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER: CONSULTANCY TO CONDUCT COMPREHENSIVE  
PHYSICAL SECURITY REQUIREMENTS FOR SADC SECRETARIAT**

<b>Offer</b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>	

Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

### REFERENCE NUMBER: **SADC/3/5/2/95- CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL SECURITY REQUIREMENTS FOR 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:

- 1.1 **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/3/5/2/95- CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL SECURITY REQUIREMENTS FOR SADC SECRETARIAT** 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/3/5/2/95 - CONSULTANCY TO CONDUCT COMPREHENSIVE PHYSICAL SECURITY REQUIREMENTS FOR SADC SECRETARIAT**

**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:

<b>Offer</b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>	

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 report, acceptable to the Procuring Entity; and
  - 20%** of the contract value upon submission of Revised and final Report, 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.