



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT
OBSERVATORY DATABASE AND WEB PORTAL SYSTEM

REFERENCE NUMBER: SADC/3/5/2/231

10th MAY 2022

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

“CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM”

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\$9,900.00 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. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/231 - CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM**” to the email address below:

webportal@sadc.int

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **31st May 2022 at 10:00hours local Botswana time**
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	20
General professional experience	35
Specific professional experience	45
Total	100

Technical Evaluation

The minimum technical score required to pass is **70 points**. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100

Financial evaluation

The Evaluation Committee shall proceed with the financial comparisons of the fees between the different financial offers (fee based are established in the main Contract while for Global Price specific offers will be considered). Both the provisions for reimbursables and expenditure verification shall be excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees /total fees of the tender being considered) x 100.

The best value for money is established by weighing technical quality against price on an **80/20** basis. This is done by multiplying:

- the scores awarded to the technical offers by **0.80**
- the scores awarded to the financial offers by **0.20**

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 and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) EVALUATION AND AWARD OF THE CONTRACT:

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.
- The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, will be awarded the contract

(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 commence within **two (2) weeks** from the signature of the contract.
10. Additional requests for information and clarifications can be made through the address below:

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Purpose Chifani

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

Fax: **3972848**

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

Copy to dsello@sadc.int and clungu@sdc.int

The closing date for receipt of requests for clarification shall be: **21st May 2022**
at midnight local Botswana time

The Closing date for responses to requests for clarification shall be: **24th May 2022**
at midnight local Botswana time

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Diana Sello
OIC - Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY
DATABASE AND WEB PORTAL SYSTEM**

SADC/3/5/2/231

TABLE OF CONTENTS

1. BACKGROUND INFORMATION.....	8
1.1 Partner country and procuring entity	8
1.2 Contracting authority	8
1.3 Background	8
1.4 Current situation in the Sector.....	9
1.5 Related programmes and other donor activities	10
2. OBJECTIVE, PURPOSE & EXPECTED RESULTS	10
2.1 Overall objective.....	10
2.2 Specific Objectives (Purpose)	101
2.3 Results to be achieved by the contractor	112
3. ASSUMPTIONS & RISKS	112
3.1 Assumptions underlying the project	11
3.2 Risks.....	112
4. SCOPE OF THE WORK	12
4.1 General	123
4.2 Project management	144
5. LOGISTICS AND TIMING	145
5.1 Location.....	145
5.2 Start date & period of implementation	145
6. REQUIREMENTS	155
6.1 Staff	155
6.2 Office accommodation	167
6.3 Facilities to be provided by the contractor.....	167
6.4 Equipment	167
6.5 Incidental expenditure	177
6.6 Expenditure verification.....	177
7. REPORTS	17
7.1 Reporting requirements.....	17
7.2 Submission & approval of reports	18
8. MONITORING AND EVALUATION	18
8.1 Definition of indicators.....	18
8.2 Special requirements.....	20
9. BUDGET.....	20

1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Southern African Development Community (SADC)

1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3 Background

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

The overarching objective of the SADC ICT Sector is to establish communications systems that are universally accessible through affordable, efficient, resilient, high quality, modern, ubiquitous and fully integrated to meet the diverse requirements of SADC Citizens and to ensure digital inclusion and attainment of the SADC goal of regional economic integration, poverty alleviation and industrialisation. The sector also seeks to ensure that no one is left behind in terms of ICT services and therefore endeavours to heighten the implementation of regional broadband connectivity, including cross-border transmission links to promote SADC Digital Inclusion. SADC recognises the important role and contribution of ICT in the political, economic and social development and growth of the region in order to inter alia facilitate industrial development, competitiveness, regional integration and cooperation including enhanced infrastructure.

1.4 Current situation in the Sector

The SADC ICT Observatory is one of the flagship projects from the SADC Regional Infrastructure Development Master Plan (RIDMP). The objective of the SADC ICT Observatory is to become the central point of reference for reliable, accurate and up-to-date collection and dissemination of ICT indicators, measurement, benchmarking and reports. The SADC ICT Observatory will monitor and evaluate the implementation of the SADC ICT Programme, Sustainable Development Goals (SDGs), the Digital Divide and enhancing Industrialization in SADC through ICT.

The SADC ICT Observatory project is being piloted at the SADC Secretariat but will later be relocated to the SADC ICT Centre of Excellence (CoE) once operational where in depth research and analysis may be undertaken on the ICT indicators. The SADC ICT Observatory is under the auspices of the ICT Division of the Directorate of Infrastructure. A list of 81 Core and 22 Extended SADC ICT Indicators, covering several areas such as ICT Economic, Infrastructure and Connectivity, Access to Use of and Affordability of ICT, ICT Policy and Regulation, Education and Skills, E-Services and ICT in Business and Technology, Research and Innovation are collected annually. Table 1 highlights the Focus Areas of the Core and Extended indicators.

Table 1: SADC ICT Indicators

Item	Focus Area	Core Indicators	Extended Indicators
1	ICT Economic	13	
2	Infrastructure and Connectivity	23	6
3	Access to, Use and Affordability of ICT	19	1
4	ICT Policy Regulation	8	
5	Education and Skills	7	5
6	E-Services and ICT in Business	7	9
7	Technology, Research and Innovation	4	1
Total		81	22

The annual collection cycle begins from 1 July to 15 September every year during which SADC Member States are sent the SADC ICT Observatory Questionnaire to complete and submit their inputs on the indicators specified. However, currently there is no SADC ICT Observatory Database and Web Portal where data can be easily captured and accessed. The ICT Indicators Collection Set for 2022 consisting of 60 Core Indicators was validated by Member States. Four (4) indicators pertaining to tariffs have been delegated to Communications Regulators’ Association of Southern Africa (CRASA) to review and collect. Presently all Member States except Comoros and Madagascar are providing data for the SADC ICT Observatory. Seven (7) SADC Member States (Botswana, Kingdom of Eswatini, Madagascar, Malawi, Namibia, South Africa and Zambia) have established a Memorandum of Understanding (MOU) between their National Regulatory Authority (NRA), National Statistics Office (NSO) and/or Ministry of ICT for the collection of ICT demand-side ICT Indicators. Three (3) Member States (Lesotho, Mozambique and United Republic of Tanzania) are at an advanced stage and have developed a draft MOU, awaiting approval. Remaining Member States have commenced this process. Phase II of the project is to develop the SADC ICT Observatory Database and Web Portal system to

automate the data capture from Member States which is currently being done manually via submission of completed excel spreadsheets on a pilot platform. The SADC ICT Observatory Database and Web Portal also needs to generate reports and dashboards based on the data contained in the database.

1.5 Related programmes and other donor activities

Work related to this assignment would be the SADC Statistics Yearbook Publication and ICT Indicators collection and the Broadband and Postal Indicators Report by CRASA.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

ICT is a critical component and serves as a catalyst for socio-economic development. There is need to have mechanisms of measuring the level of ICT access, adoption, penetration and developments in the SADC region both for decision making as well as to determine the best interventions for the region. The SADC ICT Observatory was borne to accomplish exactly this. The overall objective of this consultancy is to review the SADC ICT Observatory Project and develop a SADC ICT Observatory Database and Web Portal system for easy data entry, information access and reporting by Member States and stakeholders as well as for visibility and decision-making.

2.2 Specific Objectives (Purpose)

The purpose of this contract are as follows:

- (i). Conduct benchmarking review of existing frameworks for ICT Observatory Database and Web Portals in order to capture best practices, principles and concepts;
- (ii). Design and Develop in-line with benchmarking the SADC ICT Observatory Database and Web Portal system for online data entry and access; and
- (iii). Train Member States on data entry and use of the SADC ICT Observatory Database and Web Portal system.

2.3 Results to be achieved by the contractor

- i. Submit a Benchmarking Review and System Design Report outlining the benchmarking review undertaken as well as the database and web portal design of the system; and
- ii. Submit the Final SADC ICT Observatory Database and Web Portal system, prepare User and Administrator manuals, conduct Training of Member States and facilitate a Training and Validation Workshop on the SADC ICT Observatory Database and Web Portal system.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

The Contractor shall adhere to contract implementation schedule and submit the deliverables in a timely manner.

3.2 Risks

The table below summarises key Risks associated with this Action and outlines mitigation measures that will be put in place to reduce the risks identified:

Possible risks	Risk Level (Low/ Medium/ High)	Mitigation Measures
The Contractor may propose a database and web portal system which may not be aligned to the approved SADC ICT Observatory Questionnaire indicators and best practice and may not encompass all the requirements.	Low	The TOR selection criteria has been tailored to engage a capable consultant. In addition, the inception report and inception meeting will be used to determine proposed methodology will achieve the desired result.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description and Specific work

The overall goal of the consultancy is to assist the SADC Secretariat with the development of the SADC ICT Observatory Database and Web Portal system for capturing and outputting all indicators collected from Member States.

The Contractor is expected to undertake a benchmarking review of some existing ICT Observatories on the Continent and Internationally. The Contractor will then develop the SADC ICT Observatory Database and Web Portal system.

The draft Live SADC ICT Observatory Database and Web Portal system will be validated by Member States and relevant stakeholders at a Training and Validation Workshop to be convened by the SADC Secretariat. Inputs from the Training and Validation Workshop will lead to the finalisation of the SADC ICT Observatory Database and Web Portal system.

4.1.2 Geographical area to be covered

The Contractor will undertake the benchmarking review and development of the SADC ICT Observatory Database and Web Portal system. The coverage of this research is global with a focus on best practice adoption for the SADC region.

4.1.3 Target groups

In undertaking the review and development of the online SADC ICT Observatory Database and Web Portal system, the Contractor will work with the relevant SADC Secretariat directorates and units specifically the SADC Directorate of Infrastructure, Member States, SADC ICT Implementing Agencies CRASA, Southern African Telecommunications Association (SATA), Southern Africa Postal Operators Association (SAPOA), African Telecommunications Union (ATU), Pan African Postal Union (PAPU), International Telecommunication Union (ITU) and Universal Postal Union (UPU).

4.2 Specific Work

The SADC Secretariat seeks to recruit one (1) Consultant to undertake consultancy work on the review of the SADC ICT Observatory Project. In carrying out the assignment, the Contractor will be expected to achieve the results outlined below on 4.2.1.

4.2.1 Results to be achieved by the contractor

- (i). Conduct benchmarking review of existing frameworks for ICT Observatory Database and Web Portals in order to capture best practices, principles and concepts which will inform features of the SADC ICT Observatory Database and Web Portal system;
- (ii). Review the reports published by leading ICT Observatories such as the ITU's Annual Measuring the Internet Society report, the ITU Facts and Figures Reports, the Egypt Ministry of Communications and IT Bulletin publications etc;
- (iii). Design and develop in-line with benchmarking best practices a SADC ICT Observatory Database and Web Portal system which will capture data from Member States;
- (iv). Develop the user authentication module design for creation and management of users;
- (v). Input indicators into the database;
- (vi). Development of Graphical Dashboards and Reports showing key ICT indicators;
- (vii). Test the full-fledged live SADC ICT Observatory Database and Web Portal System;
- (viii). Develop User and Administrator manuals for the SADC ICT Observatory Database and Web Portal system;
- (ix). Prepare a Benchmarking Review and System Design report for the SADC ICT Observatory Database and Web Portal system;
- (x). Provide training to SADC personnel and officials from Member State on data entry and use of the SADC ICT Observatory Database and Web Portal system; and
- (xi). Facilitate a Training and Validation Workshop for the SADC ICT Observatory Database and Web Portal system and incorporate inputs from stakeholders.

The Contractor shall comply with the latest SADC Corporate and Identity Manual.

4.3 Project management

4.3.1 Responsible body

The consultancy will be managed by the ICT Division of the SADC Directorate of Infrastructure and there will be continuous engagement for the duration of the assignment.

4.3.1 Management structure

The Contractor shall report to and perform the assigned tasks under the direct supervision of the Senior Programme Officer (SPO) ICT. The Director of Infrastructure shall play an oversight role over this assignment. Both are based in Gaborone, Botswana. The SPO ICT will among other things facilitate, the Contractor's contact with key stakeholders in the region and SADC Member States for consultations and facilitate access to relevant documents and information. The deliverables will be approved by the Directorate of Infrastructure.

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

The Training and Validation Workshop shall be a virtual event held using the Zoom Platform and hence no requirement for the Contractor to travel.

Costs related to the planning of the Training and Validation Workshop (interpretation services) will be borne by the SADC Secretariat.

5. LOGISTICS AND TIMING

5.1 Location

This assignment is 'home-based' for the Contractor, with no travel required.

5.2 Start date & period of implementation

The intended start date is 1st July 2022 and the period of implementation of the contract will be six (6) months from this date. The actual start date will be provided in the contract.

6. REQUIREMENTS

6.1 Staff

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

6.1.1 Experts

Key Experts have a crucial role in implementing the contract. The contracting authority is indicating an absolute minimum input in terms of related qualifications and experience for the key expert. These terms of reference contain the required key expert's profile. The tenderer shall submit a CV and statement of exclusivity and availability for the following:

Key Expert: Database and Web Portal Developer

Qualifications and Skills

- A University Degree in Software Engineering, Computer Science, Web Development, Databases, Information Technology. An advanced degree will be an added advantage;
- Excellent organisational, time-management and planning skills;
- Ability to meet deadlines and work well under pressure;
- Fluent in written and spoken English. Knowledge of another SADC Official language (French and/or Portuguese) is an added advantage; and
- Excellent oral and report writing, presentation and workshop facilitation skills.

General Professional Experience

- Preferably ten (10) years but a minimum of five (5) years required of progressive professional experience and knowledge in the area of Relational database design and development, Web Portal design and development and Graphics design relevant to this assignment;
- Minimum of three (3) years' experience working in the SADC Region and knowledgeable of the SADC ICT Sector;

- Documented familiarity with the design of Database Systems and Web Portals. Statistical database systems will be an added advantage; and
- GIS knowledge will be an added advantage.

Specific Professional Experience

- Proven track record of having reviewed and developed Web Portal and Database for an International or Regional Organisation;
- Demonstrable Knowledge of Relational Database Design (SQL) and both Front End and Back End Web Technologies;
- Demonstrable knowledge to compute and display data graphically and in tabular formats as well as exporting to other formats such as excel, pdf etc; and
- Preferably five (5) years but a minimum of three (3) years' experience and knowledge in the issues relating to ICT Observatories, ICT Indicators and ICT Statistics.

The expert must be independent and free from conflicts of interest in the responsibilities they take on.

6.1.2 Support staff & backstopping

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

6.2 Office accommodation

The work will be done virtually, hence, no office accommodation will be required.

6.3 Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4 Equipment

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

6.5 Incidental expenditure

Not applicable.

6.6 Expenditure verification

Not applicable.

7. REPORTS

7.1 Reporting requirements

The Contractor will submit the following reports in English in one original copy.

Name of Report/Presentation	Content	Time of Submission
Inception Report	<p>Outlines the proposed approach, methodology (conceptual framework), work plan, Risks and possible mitigation measures for conducting the assignment.</p> <p>The Inception Meeting shall be via a video conference organised by the SADC Secretariat, in consultation with the Contractor. The Inception Report shall be finalised, incorporating the comments emanating from the Inception Meeting</p>	No later than two (2) weeks from the commencement date of the consultancy services.
Online Presentation of the First Draft Live Demo of the Database and Web Portal System	Covers activities under the Section 4	No later than four (4) months from the commencement date of the consultancy services
Online Presentation of the Final Live Demo of Database and Web Portal System	<p>Covers activities under the Section 4 and would take on board all comments, corrections, clarifications and input received from the SADC Secretariat.</p> <p>It shall be accompanied by the submission of the draft Benchmarking Review and System Design Report of the SADC ICT Observatory Database and Web Portal system which shall be presented and discussed at a</p>	No later than two (2) weeks following the receipt of all comments, corrections, clarifications and input received from the SADC Secretariat

	Training and Validation Workshop organised by the SADC Secretariat and facilitated by the Contractor.	
Final SADC ICT Observatory Database and Web Portal system, Benchmarking Review and System Design Report, and User and Administrator manuals.	Shall include all the comments, corrections, clarifications and input received during the Training and Validation Workshop.	Final SADC ICT Observatory Database and Web Portal system, Benchmarking Review and System Design Report, User and Administrator manuals no later than two (2) weeks following the Training and Validation Workshop.

Payments shall be done at specific intervals upon successful submission and approval by the SADC Secretariat of each of the following deliverables as stipulated below:

Deliverable	Payment (%)
Final Inception Report	25
Presentation of Final Online Presentation of the Demo of Database and Web Portal System	30
Final SADC ICT Observatory Database and Web Portal system, Benchmarking Review and System Design Report, and User and Administrator manuals	45
Total	100

All Reports to be submitted in Microsoft Office Word format and Presentations in Microsoft Power Point format

7.2 Submission & approval of reports

The Inception Report and the Final SADC ICT Observatory Database and Web Portal system, Benchmarking Review and System Design Report, and User and Administrator manuals, referred to above, must be submitted to the Project Manager identified in the contract. The Project Manager is Dr George Ah-Thew, Senior Programme Officer (SPO) - ICT responsible for recommendation of the deliverables mentioned in Section 7 above, for Management decision.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The following are the key deliverables and indicators for the successful completion of this assignment:

- Submission of Inception Report and convening of Inception Meeting between SADC Secretariat and the Contractor;

- Presentation of the First Draft Live Demo of the Final Online Presentation of the Demo of the SADC ICT Observatory Database and Web Portal System;
- Presentation and approval of the Final Draft Live Demo of the Demo of the SADC ICT Observatory Database and Web Portal System;
- Facilitation of a Training and Validation Workshop of the draft SADC ICT Observatory Database and Web Portal system; and
- Submission of the Final SADC ICT Observatory Database and Web Portal system, Benchmarking Review and System Design Report, and User and Administrator manuals.

8.2 Special requirements

As indicated in Section 7 the following special requirements are to be fulfilled:

- Inception Report shall outline the proposed approach, methodology (conceptual framework), work plan, Risks and possible mitigation measures for conducting the assignment. This will be finalised based on inputs from the Inception Meeting to be held virtually and to be facilitated by the SADC Secretariat;
- The Benchmarking Review and System Design Report shall outline the benchmarking review undertaken by the Consultant as well as outline the database and web portal design of the system; and
- Facilitate a Training and Validation Workshop which will be convened by SADC Secretariat. The Secretariat will prepare the Validation Workshop Report including outcomes and recommendations and the Consultant will incorporate the new inputs into the system.

9. BUDGET

The maximum budget for the assignment is USD\$9,900.00 (Nine Thousand Nine Hundred United States Dollars) inclusive of fees and reimbursable expenses.

* * *

ANNEX 2: Expression of Interest Forms

- A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT21
- B. CURRICULUM VITAE.....23
- C. FINANCIAL PROPOSAL27

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

REFERENCE NUMBER: SADC/3/5/2/231

CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “SADC/3/5/2/231 - CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM” in accordance with your Request for Expression of Interests number SADC/3/5/2/231, dated 10th May 2022 for the sum of *(Insert Amount)*. 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* 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.

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

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

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

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

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

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

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

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

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

CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY
DATABASE AND WEB PORTAL SYSTEM

REFERENCE NUMBER: SADC/3/5/2/231

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/231 - CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM

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/3/5/2/231 - CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM**

and 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 **REFERENCE NUMBER: SADC/3/5/2/231: CONSULTANCY FOR DEVELOPMENT OF THE SADC ICT OBSERVATORY DATABASE AND WEB PORTAL SYSTEM**

1.3 **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-licenses 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 license 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.

17. Governing law

17.1 This contract shall be governed by, and shall be construed in accordance, with the Botswana law.

17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event

that, through negotiation, the parties fail to resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.

- 17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.
- 17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

18. Privileges and Immunities

Nothing in or relating to this Contract will be deemed as a waiver, express or implied, of any of the privileges and immunities of SADC.

19. Entire Agreement

This Contract and any annexes hereto shall constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Contract except as specifically set forth in this Contract and any attachments hereto. The following Annexes are integral part of this Contract:

- (a) Annex 1: Terms of Reference; and
- (b) Annex 2: Payment Schedule and Requirements.

The following Annexes are integral part of this Contract:

Annex 1: 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 2: Payment Schedule and Requirements

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

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

3. The payment shall be made in accordance with the agreed schedule in line with the deliverables as follows:

Payments shall be related to reports and their approvals, as follows:

- a) 25% of the contract price shall be paid upon submission and approval of the Inception report;
- b) 30% of the contract price shall be paid upon presentation of final online presentation of the demo of database and web portal system;
- c) 45% of the contract price shall be paid upon having the final SADC ICT Observatory Database and Web Portal system, Benchmarking Review and System Design Report, and User and Administrator manuals.

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

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