# REQUEST FOR EXPRESSION OF INTEREST



# SELECTION OF INDIVIDUAL CONSULTANTS

# SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

REFERENCE NUMBER: SADC/3/5/2/241

24th June 2022

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

"SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

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 eight thousand United States Dollars only (US\$ 8,000.00). 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

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supporting documents are not in English, these shall be accompanied by a certified translation into English.

- 5. Proposals clearly marked "REFERENCE NUMBER: SADC/3/5/2/241 "SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES" should be submitted to the email \_poverty22@sadc.int by the deadline.
- 6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: Tuesday 26<sup>th</sup> July 2022 at 14:00 hours local (Botswana) time.
- 7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualifications and skills	30
General professional experience	10
Specific professional experience	60
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 reimbursable 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:

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- 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.

(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 award will be made to the applicant who obtained the highest technical score and with the financial offer within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical score of 70 points will be rejected.

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

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

- 9. The assignment is expected to commence within the month of **November 2022** from the signature of the contract.
- 10. Additional requests for information and clarifications can be made through the email below;

The Procuring entity: **SADC Secretariat** Contact person: Mr Purpose Chifani

Telephone: 3951863

Fax: 3972848

E-mail: tenders@sadc.int and mmikuwa@sadc.int Copy to pchifani@sadc.int; djagai@sadc.int

The closing date for receipt of requests for information and clarification shall be; 8<sup>th</sup> July 2022 at 16.00 hours' local time Botswana.

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The closing date for responding to requests for information and clarification shall be; 15th July 2022 at 16.00 hours' local time Botswana.

All questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website

#### **ANNEXES:**

**ANNEX 1: Terms of Reference** 

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,

Name: Mr Purpose Chifani

Title: Acting- Head of Procurement Unit

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## **ANNEX 1: TERMS OF REFERENCE**



(Global Price)

CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

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#### 1. BACKGROUND INFORMATION

#### 1.1 Partner country and procuring entity

Southern African Development Community (SADC)

#### 1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

#### 1.3 Background

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

Article 14 of the SADC Treaty establishes the SADC Secretariat as the principal executive institution of SADC. The Secretariat performs its mandate and functions within the policy, strategic and programme provisions outlined in the Regional Indicative Strategic Development Plan (RISDP).

Poverty eradication and improvement of the well-being of the people of the Southern African Development Community (SADC) region through regional integration and cooperation remain the ultimate goal for the region. The long-term objective of SADC is to reduce poverty in the region through economic growth as well as peace, democracy and stability. Specific objectives of SADC pertaining to poverty as outlined in the Treaty establishing SADC in Article 5 are stated as follows:

- (i) To promote sustainable and equitable economic growth and socio-economic development that will ensure poverty alleviation with the ultimate objective of its eradication, enhance the standard and quality of lie of the people of Southern Africa and support the socially disadvantaged through regional integration; and
- (ii) Ensure that poverty eradication is addressed in all SADC activities and programmes.

On the policy side, recognising that poverty remains the greatest challenge confronting the SADC region, a Consultative Conference on Poverty and Development for SADC Heads of State and Government was convened in Mauritius in 2008. The objective of the conference was to intensify dialogue on regional dimensions of poverty, strengthen collective efforts to address poverty through regional cooperation and integration and to continue dialogue on the partnerships necessary to accelerate the achievement of the Millennium Development Goals (MDGs). The main outcome of the conference was the signing of a Declaration on Poverty Eradication and Sustainable Development by the Heads of State and Government.

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With regard to monitoring progress in poverty eradication initiatives, the Declaration further highlighted on the need to work towards the establishment of a Regional Poverty Observatory (RPO) to monitor progress made in the implementation of actions in the main priority areas of poverty eradication. It also noted the need to acquire and develop adequate capacity both at the Secretariat and Member States level to ensure effective implementation of poverty eradication programmes.

#### 1.4 Current situation in the Sector

Article 11 of the SADC Protocol on Statistics refers explicitly to poverty statistics. Specifically, Member States shall produce and disseminate Multidimensional Poverty Index (MPI) by gender and age in accordance with the United Nations Development Programme (UNDP) Handbook on How to Build a National MPI built with dimensions of health, education, standard of living and other dimensions tailored to their national priorities, as a common regional methodological framework to produce national and regional poverty statistics. The SADC Regional Strategy for Development of Statistics (RSDS 2020 – 30) is designed as a sectoral strategy to be responsive to data needs to pertaining to measurement of regional policies and programmes of the RISDP 2020 – 30 in pursuit to the goals of the SADC Vision 2050. The RSDS focuses of developing harmonized methodological guidelines in statistics and rolling out of capacity building and subsequent assessment/reviews including in the area of poverty statistics.

Currently, Secretariat, through a consultancy, is currently developing harmonized MPI Guidelines in its quest to capacitate Member States towards harmonization. The activity is expected to be completed by August 2022 following which implementation through national training and assessment workshops in MPI shall be rolled out in Member States. The SADC Statistics Committee, at its Meeting in Malawi, 7 – 10 June 2022, took note of these developments and directed Secretariat to undertake in depth training at national level in this area. Seychelles volunteered to be the first Member State to be trained and assessed in its capacity to produce harmonized poverty statistics using SADC MPI Guidelines. It is within this background that Secretariat is looking for an individual consultant to deliver necessary tasks towards this consultancy.

#### 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

#### 2.1 Overall objective

The overall objective of this exercise is to harmonize poverty statistics in the region through capacity building to Member States based on the SADC Harmonized MPI Guidelines.

#### 2.2 Specific Objectives (Purpose)

The specific objective of the assignment is to produce a training and assessment report of 1 Member State on its current status and readiness in producing and disseminating poverty statistics as per the SADC MPI Guidelines. This report shall also identify best practices and gaps in the Member State on the subject matter with an implementation matrix that shall

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guide subsequent activities or interventions required from Secretariat and the Member State for implementation towards harmonization in poverty statistics.

#### 2.3 Results to be achieved by the contractor

The consultant is expected to achieve the following results in the following chronological order:

- i. Strengthened institutional and technical capacity of the SADC Secretariat and the Member States stakeholders' institutions in the generation and use of poverty statistics as per MPI for evidence-based strategy setting and review;
- ii. The training will enable participants to:
  - 1. Gain technical expertise for planning, compilation and dissemination procedures of poverty statistics using MPI; and
  - 2. Demonstrate good methodological practices on MPI to users of statistics at national level including policy makers and in regional/international forums.
- iii. The assessment exercise shall provide a repository of good practices and identify potential gaps that shall assist Secretariat in formulating effective actions for roll out.

#### 3. ASSUMPTIONS & RISKS

#### 3.1 Assumptions underlying the project

It assumed that the consultant would be procured within the reasonable time-frame and activities implemented within the schedule provided of 60 calendar days spread over 4 months.

#### 3.2 Risks

The nature of the assignment presents negligible risks associated with the consultancy. Some of the foreseen risks are the following:

Po	ssible risks	Risk Level	Mitigation Measures
1.	Delayed delivery of expected	Medium	Monitor implementation and
	outputs due to COVID19		delivery of outputs every 15
			calendar days through Technical
			Meetings

#### 4. SCOPE OF THE WORK

#### 4.1 General

## 4.1.1 Project description and Specific work

This assignment primarily consists of undertaking and servicing a national training and assessment of MPI in 1 Member State as a resource person in compliance with the SADC harmonized MPI Guidelines. The preparatory work is a one-off work that consists of drafting an agenda/programme and approach for capturing the current status of MPI undertaking of the Member State. The training and assessment shall be done during 5 working days in a week with an audience that regroups data producers and users of poverty statistics at national level. The training and assessment should provide findings in capturing the current state in play regarding compilation and dissemination of MPI in the Member State and thereby demonstrated in a report. The report should also have an implementation matrix of tasks for Secretariat and the Member State for monitoring towards achieving harmonization in poverty statistics.

#### 4.1.2 Geographical area to be covered

The assignment will be carried out in the SADC Member States. Specifically, the training will only be covered in Seychelles.

#### 4.1.3 Target groups

This consultancy is expected to target the SADC Statistics Unit and Seychelles National Statistics Office, in particular, statisticians handling poverty, survey methodology, health, education and labour. Users of poverty statistics from Seychelles are also targeted for the activity.

#### 4.2 Specific Work

The assignment will be carried out primarily through a national training and assessment seminar/workshop in 1 Member State.

In particular, the consultant will be required to:

- Produce a preliminary report outlining the narrative in detail including the coverage
  of topics to be presented as resource materials as per the SADC Harmonized MPI
  Guidelines to the audience. This report should also explain the approach and
  method to be deployed to capture the status of data availability, compilation
  procedures, institutional arrangements and other related to the Member State being
  assessed.
- 2. Deliver training and attend to queries to the audience through PowerPoint slides and practical examples during the workshop week.
- 3. Produce a Training and Assessment Report of the Member State that should include the following:
  - summary of topics covered during training week;

- detailed practices of the Member State on MPI as per the SADC Harmonized Methodological Guidelines;
- Summary of best practices and gaps; and
- Implementation Matrix for actions by the Member State and Secretariat.

#### 4.3 Project management

#### 4..3.1 Responsible body

The Consultant shall be responsible to the Executive Secretary of SADC Secretariat through the Director, Policy Planning and Resource Mobilization who shall be responsible for the day to day supervision of the project.

#### 4.3.2 Management structure

The Consultant shall report to Director of the Policy Planning and Resource Mobilization Directorate and perform the assigned tasks under the guidance and direct supervision of the Senior Officer -Research and Statistics. The SO – Research and Statistics will follow up on quality checks in terms of the realisation of project objective, results and outputs and facilitate approval of reports via the Director.

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

For the expert working on this consultancy, the Contracting Authority shall facilitate for visa entry in Seychelles, if required.

#### 5. LOGISTICS AND TIMING

#### 5.1 Location

The assignment will involve traveling to Republic of Seychelles.

#### 5.2 Start date & period of implementation

The intended start date is as soon as both parties have signed the contract agreement and the period of implementation of the contract will be 60 calendar days from the date of signing the agreement. Please see paragraph 2.1 of the Standard Contract for Individual Consultants for the actual start date and period of implementation.

#### 6. REQUIREMENTS

#### 6.1 Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organizations 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

This assignment is expected to be carried out by an individual consultant as the Master Trainer and there should be evidence of in-depth knowledge covering MPI methodologies. The specific profile is provided below:

#### **Key Expert**

#### Qualifications and Skills

- A minimum of a Degree in statistics, economics or related field. A Masters degree and above shall be an advantage.
- Must be computer literate, and competent in Word Processing, Spreadsheet Applications specialized PowerPoint Presentations.
- Written and oral fluency in the English language is essential. Knowledge of French would be an asset.
- Excellent oral and written communication, analytical, presentation and report writing skills in English Language.
- Excellent time management and organizational skills to prioritize workload and deliver needful during the training week.

#### General Professional Experience

 The Expert Must have at least ten (10) years of experience in poverty and social statistics.

#### Specific Professional Experience

- At least 7 years of practical experience in collection, validation, methodological improvements and dissemination of poverty statistics, in particular using methodological recommendations of MPIs;
- Demonstrated experience in the development and implementation of MPIs at national level:
- Experience in as a resource person in delivering training on MPIs at national and regional/international stages;
- Experience in working with leaders and officials in government, private sector organizations or aid agencies on poverty matters.

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.

#### 6.2 Office accommodation

None required.

#### 6.3 Facilities to be provided by the contractor

The contractor must ensure he/she is adequately prepared and equipped for delivery of the training and drafting of deliverables. Moreover, the Consultant is expected to be fully self-sufficient in terms of international travel associated expenses in Seychelles and ICT related equipment for this consultancy

#### 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

None. Where required, this will be determined by bidders and included to be part of the Global Price provided it remains within the available budget as indicated under 9.0 below.

#### 6.6 Expenditure verification

Expenditure verification is not applicable in this contract.

#### 7. REPORTS

## 7.1 Reporting requirements

The consultant shall operate under the direct supervision of the Senior Officer – Research and Statistics.

All the deliverables shall be delivered to the Senior Officer—Research and Statistics.

All reports shall be in electronic format in MS Word, Excel or PowerPoint as the case may be. The Expert shall work with the Secretariat up to the end of the assignment, shall have delivered the following in electronic format within four (4) months:

Deliverables	Content description	Timelines
Preliminary Report	The Trainer will be responsible for	No later than 14
	developing a short report outlining:	calendar days after
	- the proposed generic training	signing of contract.
	modules (theoretical and	
	practical exercises) and training	
	agenda/programme for a week;	
	and	
	- approach for capturing and	
	assessing detailed practices of	
	the Member State MPI current	
	status	

Training an	d The	Report	should	conta	ain the	e No	later	than	14
Assessment Report	follov	ving:				cale	ndar da	ys after	the
	-	summa	ry of t	opics	covered	dcon	duct of	the trair	ning
		during	training w	veek;		and	assessm	ient we	ek.
	-	detailed	d pract	ices	of the	2			
		Membe	er State or	n MPI a	as per the	2			
		SADC		Har	monized	d l			
		Method	dological	Guideli	ines;				
	-	Summa	ry of bes	t pract	tices and	i			
		gaps; a	nd						
	-	Implem	entation	Mat	rix fo	r			
		actions	by the Me	ember :	State and	d			
		Secreta	riat						

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

- a) 30% of the contract price shall be paid upon submission of an acceptable Preliminary report;
- b) 70% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report.

#### 7.2 Submission & approval of reports

Two copies of the reports referred to above must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

#### 8. MONITORING AND EVALUATION

#### 8.1 Definition of indicators

The indicators to be used are timeliness, technical coverage and analytical quality of the 2 Reports as detailed in the 7.1 above.

#### 8.2 Special requirements

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

#### 9. BUDGET

The maximum available budget is USD 8,000 and it covers all costs (traveling to Seychelles and DSA). Payments will be performance based (upon submission of deliverables).

# ANNEX 2: Expression of Interest Forms

A.	COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT.	. 17
В.	CURRICULUM VITAE	. 19
C.	FINANCIAL PROPOSAL	.23

COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

REFERENCE NUMBER: SADC/3/5/2/241

REQUEST FOR SERVICES TITLE: SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

[Location, Date]

To: SADC Secretariat

Dear Sirs:

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

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

- a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;
- b) they have been convicted of offences concerning their professional conduct by a judgment which haves the force of res judicata; (i.e. against which no appeal is possible);

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<sup>&</sup>lt;sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

- 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 6 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:
[indicate the month and the year]	[insert the name of the diploma and the specialty/major]
[indicate the month and the year]	[insert the name of the diploma and the specialty/major]

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

Language	Reading	Speaking	Writing
[insert the language]	[insert the no.]	[insert the no.]	[insert the no.]
[insert the no.]	[insert the no.]	[insert the no.]	[insert the no.]

11. Membership of professional [indicate the name of the professional body]

bodies:

12. Other skills: [insert the skills]
13. Present position: [insert the name]
14. Years of experience: [insert the no]

15. Key qualifications: (Relevant to the assignment)

[insert the key qualifications]

16. Specific experience in the region:

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

# 17. Professional experience:

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

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

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

[insert the details]

#### 19. Statement:

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

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 9 and 17 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 14 above, to obtain directly reference about my professional conduct and achievements.

			Date	:		
ATTACHMENTS:	•		qualifications ing experience in		•	9

<sup>&</sup>lt;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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REFERENCE NUMBER: SADC/3/5/2/241— SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

N°	Description <sup>1</sup>	Total (in US\$)
тот	AL FINANCIAL OFFER (All-inclusive lump sum)	
	Signature [In full and initials]:	
	Name and Title of Signatory:	

<sup>&</sup>lt;sup>1</sup> Delete items that are not applicable or add other items as the case may be.

# ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

#### STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/241 - SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES

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

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

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

#### 1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely *the SADC Secretariat* who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
  - 1.3 Contract value means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated [24th June 2022] for the project "SADC/3/5/2/241 SHORT TERM CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES "and reflected as such in the Annex 2 of this contract.

- 1.4 Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest SADC/3/5/2/241 SHORT TERM CONSULTANCY T CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF MULTIDIMENSIONAL POVERTY INDEX (MPI) PRACTICES IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED MPI GUIDELINES
- 1.5 **Project Director** means the Coordinator –at the SADC Secretariat referred to in Annex 1 of this Contract.

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

#### 2. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect on the date of its last signature by either of the parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.2 The duration of contract is 60 calendar days as per the provisions in Annex 1.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 have been delivered.

#### 3. 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.

#### 4. Payment

- 4.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2 to this Contract.
- 4.3 Payment shall be made to the Individual Consultant in US dollars unless otherwise provided for under this Contract.
- 4.4Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of their receipt by the Project Director, subject to the Individual Consultant's having complied with his obligations hereunder in full as stated in the Annex 2 to this Contract.
- 4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

#### 5. Status of the Individual Consultant

- 5.1 For the duration of the Contract, the Individual Consultant will have a status of an independent con-tractor in his relationship with the Procuring Entity under this Contract.
- 5.2 The Procuring Entity will endeavor to assist, where possible, the Individual Consultant in obtaining visas, work permits and to meet other legal requirements to enable the performance of services, when necessary.
- 5.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 5.4The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

#### 6. Supervision of the Services

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

#### 7. Compliance with this contract

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

#### 8. Assignment and Subcontracting

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

#### 9. Breach of the Terms

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

#### 10. Liability of the Individual Consultant

- 10.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 10.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
  - a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them:

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

#### 11. Insurance

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

#### 12. Copyright

12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

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

#### 13. Non Disclosure & Confidentiality

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

#### 14. Suspension or Termination

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

- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

#### 15. No Waiver

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

#### 16. Variations

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

#### 17. Jurisdiction

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

- 17.1 This contract shall be governed by, and shall be construed in accordance, with Botswana law.
- 17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.
- 17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.

- 17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
  - 17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

## 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:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

Signed in four (4) originals in the English language by:

For the Pro	curing Entity	For the Individual Consultant		
Name:	Dr Thembinkosi Mhlongo	Name:		
Position:	Deputy Executive Secretary- Regional Integration			
Place:	Gaborone	Place :		
Date:		Date:		
Signature:		Signature:		

# Annex 1: Terms of Reference

[insert the Terms of Reference]

# Annex 2: Payment Schedule and Requirements

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

N°	Description <sup>1</sup>	Total (in US\$)
	TOTAL FINANCIAL OFFER (All-inclusive lump sum)	

- 3. The payment shall be made in accordance with the following schedule:
  - a) 30% of the contract price shall be paid upon submission of an acceptable Preliminary report;
  - b) 70% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report.
- 4. Payment Conditions: Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

<sup>&</sup>lt;sup>1</sup> Delete items that are not applicable or add other items as the case may be.