



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF AN INDIVIDUAL CONSULTANT

SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION

REFERENCE NUMBER: SADC/3/5/2/236

23rd June 2022

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

“SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION”

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\$7,500.00.** 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/3/5/2/236 “SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION”** should be submitted to the email womeninconflictprevention@sadc.int by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: Friday 15th July 2022 at 15:00 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:

- 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 in **United States Dollars (USD)** and 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,
- 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 70points 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 two (2) weeks 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**

E-mail: tenders@sadc.int and yphillip@sadc.int: ktunda@sadc.int

Copy to pchifani@sadc.int; lsenthufhe@sadc.int

The closing date for receipt of requests for information and clarification shall be; **4th July 2022 at 16:00 hours'** local time Botswana.

The closing date for responding to requests for information and clarifications shall be; **8th 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



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



(Global Price)

**SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE
OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS
IN THE SOUTHERN AFRICAN REGION**

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1.0 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 Regional 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.

SADC's mission is to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, deeper co-operation and integration, good governance, and durable peace and security; so that the region emerges as a competitive and effective player in international relations and the world economy. The SADC Programme of Action is outlined in the Organisation's long-term strategic plan; i.e., the Regional Indicative Strategic Development Plan (RISDP) 2020–2030 and the Strategic Indicative Plan for the Organ on Politics, Defence & Security Cooperation.

The RISDP 2020–2030 aims to enhance conflict prevention, management, and resolution mechanisms with an effective early warning system capable of tracking and monitoring political, security, and socio-economic threats. The intended outcomes include: strengthened early warning systems; enhanced conflict mediation, prevention, and preventative diplomacy capacity to support Member States; structured engagement with civil society, especially youth and women, in conflict prevention, management, and resolution of disputes in the region.

With a special focus on women, youth, and children, the RISDP also accords attention to enhancing opportunities for all citizens to enjoy socio-economic well-being in a context of improved food and nutrition security. Interventions will include accelerated education and skills development and access to full and productive employment.

The RISDP 2020–2030 SADC Member States have been promoting women empowerment through ongoing regional programmes and enhancing the participation of women in the implementation of regional policies and activities to prevent and resolve conflicts.

1.4 Current situation in the sector

There is consensus among many scholars and practitioners that women have a key role to play in peace and security. The presence of deep-seated gender inequalities

in many countries across the world has led to a general exclusion of women from decision-making processes in national peace and security processes. At the same time, it is becoming increasingly clear that failure to pay attention to evident gender inequalities results in sub-optimal outcomes of initiatives designed to bring about national peace and security. In addition, implementation of the women, peace and security agenda continues to lag behind commitments made at the global level by different countries.

In the SADC region, the Regional Strategy on Women, Peace and Security (WPS) [2018–2022] was developed to serve as an overall guide for SADC to mainstream gender into its peace and security mechanisms and processes in order to address the specific challenges experienced by women and children. The SADC Regional Strategy on WPS calls upon Member States to put in place measures to ensure equal representation and participation of both men and women in key decision-making positions in conflict resolution, peace building, and peacekeeping in accordance with the United Nations Security Council Resolution (UNSCR) 1325.

It has been 22 years [UNSCR 1325 was adopted on 31 October 2000] since the UNSC reaffirmed the important role of women in the prevention and resolution of conflicts, peace negotiations and peacebuilding as women are hardest hit by the effects of gender inequality and socio-economic threats such as inequality, unemployment and poverty.

Despite some challenges to implement the UNSCR 1325 and other associated Resolutions in SADC region, there has been substantial progress in the region in women representation and participation in politics and decision-making positions at different levels. SADC Member States have increasingly appointed women in security sector institutions or non-traditional ministerial roles such as defence, police and home affairs, and in national institutions for the prevention, management and resolution of armed conflict.

Consequently, the SADC Secretariat commissioned a study to assess the extent to which various countries in the region have implemented UNSCR 1325 through the development and implementation of NAPs. A central question for the study is how best countries in the SADC region can work closely with state and non-state actors, and international partners to enhance equity and broaden women's participation and representation in decision-making processes before and during peace negotiations, and the implementation of peace agreements. It is important to document and learn from the critical junctures, strategies, and experiences that have shaped the pathways followed by those countries in the SADC region and elsewhere who have already made substantive steps towards implementation of this important agenda.

Between 1992 and 2018, women constituted 13 per cent of negotiators, three per cent (3%) of mediators and only four per cent (4%) of signatories in major peace processes tracked by the Council on Foreign Relations (UN Women, 2019). The training and capacity building for women on peace building and conflict resolution has increased on the African continent since the adoption of UNSCR 1325. Many civil society organisations (CSOs) across the continent have designed training

programs for women on conflict prevention, mediation and peace building using the UNSCR 1325 as a starting point.

Consequently, the SADC Secretariat wishes to recruit a service provider or individual consultant to develop the guidelines for the operationalisation of the SADC Network of women in conflict prevention and mediation.

2.0 OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The main purpose of the consultancy is to recruit a service provider or individual consultant to develop guidelines for the operationalisation of the SADC Network of women in conflict prevention and mediation.

2.2 Purpose (Specific Objective)

The purpose of this contract is to:

- (i) Provide guidelines for the domestication of the African Union's modalities for the operationalisation of the network of African Women in Conflict Prevention and Mediation (FEMWISE–AFRICA); and
- (ii) Elaborate the processes to follow in order for women mediators to be accredited by SADC.

2.3 Results to be achieved by the consultant

- **Result 1:** Develop Guidelines for the operationalisation of the SADC Network of women in conflict prevention and mediation; and
- **Result 2:** Identify specific processes for an effective inclusion of women mediators in the current SADC Mediation, Conflict Prevention and Preventive Diplomacy.

3.0 ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

- The effective participation of women in Peace and Security has gained momentum in recent years and marks a shift in the understanding of the roles of women.
- SADC Member States will support and provide the consultant with the necessary inputs to complete the assignment.

3.2 Risks

- The SADC region does not have a formal network of Women mediators.

4.0 SCOPE OF THE WORK

4.1 General

Initiate and conduct primary and secondary research on the development of the guidelines for the operationalisation of the SADC Network of women in conflict prevention and mediation.

Project description

- Conduct a research on the women's contribution into SADC's conflict prevention and mediation mechanisms and processes.

Geographical area to be covered

A specific focus will be on the women mediators in the 16 SADC Member States.

Target groups

The primary target groups for this assignment will be the SADC Secretariat, SADC Member States and regional or national women organisations.

4.2 Specific work

- (a) Submit a Draft Inception Report on the development of the guidelines for the operationalisation of the SADC Network of women in conflict prevention and mediation;
- (b) Consult with SADC Secretariat, on a regular basis, to provide their inputs and produce draft guidelines; and
- (c) Submit the final guidelines (both soft and hard copy) for the operationalisation of the SADC Network of women in conflict prevention and mediation.

4.3 Project management

Responsible body

The Politics and Diplomacy Sector within the Organ Directorate will be responsible for managing the consultancy.

Management structure

The individual consultants shall report to, and perform the assigned tasks under the guidance and direct supervision of the SPSS Programme Coordinator.

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

The SADC Secretariat will not provide any facilities or equipment to be utilised by the Consultant.

5.0 LOGISTICS AND TIMING

5.1 Location

The consultant will operate remotely through contacts at the SADC Secretariat in Gaborone, Botswana.

5.2 Start date & period of implementation of tasks

The assignment is expected to run over a period of 30 Calendar days from the start date. The proposed start date is 21st July 2022.

6.0 REQUIREMENTS

6.1 Key expert

The assignment will require services of an expert with an advanced degree in peace studies, politics & diplomacy, mediation, Social Sciences or any related field.

Required experience

Qualification and Skills

- (i) A minimum of a higher degree in peace studies, politics & diplomacy, mediation, Social Science or any related field;
- (ii) Good analytical skills and practical exposure in applying mediation processes; and
- (iii) Excellent communication and presentation skills: the individual consultant must speak fluently one of the SADC official languages.

Specific Professional Experience

- (i) At least 7 years of professional experience in the specific areas (peace & security, political science and international relations or related discipline)
- (ii) Related research and publication experience in Peace and Security especially conflict prevention and mediation;
- (iii) Have knowledge of the SADC Treaty, SADC Protocol on Politics, Defence and Security Co-operation and the Maputo Declaration;
- (iv) Knowledge of and previous exposure to the work of Non–State Actors is an added advantage; and
- (v) Be familiar with and experience with political and security developments in the SADC regions.

General Professional Experience

- (i) Knowledge in programming and project management in areas related to conflict prevention, peacebuilding and/or development; and

- (ii) Knowledge of and exposure to the conflict environment is an added advantage.
- (iii) At least 10 years of general professional experience in (peace & security, or related discipline)

6.2 Office accommodation

No office space will be provided since the assignment will be done remotely.

6.3 Facilities to be provided to the consultant

The SADC Secretariat will provide information and contact details of the competent focal persons within the Member States.

6.4 Equipment

None required.

6.5 Incidental Expenses

All expenses deemed necessary for the performance of the contract must be included as part of the total financial proposal.

6.6 Expenditure Verification

Expenditure verification is not applicable in this contract.

7 REPORTS

7.1 Reporting requirements

There must be a final guideline, a final invoice and the financial report at the end of the period of implementation of the tasks. Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts and incidental expenditure (if any). To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the consultant shall provide the following reports in English in one (1) original and/or one (1) copy:

Name of report	Content	Time of submission
Inception report	Analysis of existing situation, work plan for the project, initial findings and progress in collecting data (maximum of 3 pages)	No later than five (5) Calendar days after the start of implementation. The consultant should not proceed with their work unless SADC sends comments on the inception report.
Draft final Guidelines	A draft description of the women's participation in peace processes.	No later than 10 Calendar days before the end of the implementation period.

Final Guidelines	A comprehensive description of the women's participation in peace processes. The guidelines shall contain a sufficiently detailed description of the different options to establish the network of women mediators.	Within one (1) week of receiving comments on the draft final report from the project manager identified in the contract.
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7.2 Submission and approval of reports

The Guidelines referred to above must be submitted to the SPSS Programme Coordinator identified in the contract. The Director of the SADC Organ Directorate is responsible for approving the reports.

8.0 BUDGET FOR THE ASSIGNMENT AND PAYMENT TERMS

The Consultant's travel costs to Member States, if any, will be funded by the SADC Secretariat. The application should include a detailed budget. The budget estimate for the duration of the project is US\$ 7,500.00. The payment schedule will be as follows:

- 10% of the contract value upon submission of the Inception Report, detailing the methodology or conceptual framework to be employed;
- 30% of the contract value upon submission of the draft Guidelines; and
- 60% of the contract value upon submission of the Final Guidelines.

9. MONITORING AND EVALUATION

9.1 Definition of indicators

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

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

9.2 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.

ANNEX 2: Expression of Interest Forms

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**COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT- SHORT-TERM
CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A
NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION**

REFERENCE NUMBER: SADC/3/5/2/236

**REQUEST FOR SERVICES TITLE: SHORT-TERM CONSULTANCY TO DEVELOP
GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN
MEDIATORS IN THE SOUTHERN AFRICAN REGION**

[*Location, Date*]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION** in accordance with your Request for Expression of Interests number SADC/3/5/2/236, dated 23rd June 2022 for the sum of USD \$..... [.....dollars¹]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

- 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's 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 8(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
[indicate the month and the year]	[indicate the country and the city]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
[indicate the month and the year]	[indicate the country and the city]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
[indicate the month]	[indicate the country]	Name of the Company: Address of the company:	[indicate the exact name and title and if]	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>and the year]</i>	<i>and the city]</i>	Phone: Fax: Email: Name and title of the reference person from the company:	<i>it was a short term or a long term position]</i>	
.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:

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

[insert the details]

19. Statement:

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

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

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

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

REFERENCE NUMBER: SADC/3/5/2/236 – SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION

N°	Description¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

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.

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/236 - SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION

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 *[insert the date]* for the project "SADC/3/5/2/236 - SHORT-TERM CONSULTANCY TO DEVELOP GUIDELINES FOR THE OPERATIONALISATION OF A NETWORK OF WOMEN MEDIATORS IN THE SOUTHERN AFRICAN REGION "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

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- 1.5 **Project Director** means the Coordinator – Support to Peace and Security in the SADC Region Project at the SADC Secretariat referred to in Annex 1 of this Contract.

Dr. Kondwani Chirambo
Coordinator – SPSS and Acting Senior Officer – Politics and
Diplomacy
Directorate of ORGAN
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Plot 54385 New CBD
Private Bag 0095 Gaborone,
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Tel: +267 364 1974 +267 395 1863
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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 90 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.

4.2 The Individual Consultant shall be paid a total amount of **US\$** (.....**United State Dollars only**), in accordance with the provisions of 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.

4.4 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 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 contractor 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.

5.4 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 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 non-compliance.

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 Procuring 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 ¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

3. The payment shall be made in accordance with the following schedule:
 - a) 10% of the contract price shall be paid upon submission of an acceptable Inception report;
 - b) 30% of the contract price shall be paid upon submission of an acceptable draft report.
 - c) 60% of the contract price shall be paid upon submission of an acceptable final report and upon approval by the Management.
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.