

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

**SHORT TERM CONSULTANCY TO DEVELOP A
TOURISM FOCUSED CUSTOMER SERVICE TRAINING
PROGRAMME FOR IMMIGRATION AND OTHER
PERSONNEL AT BORDER POSTS**

REFERENCE NUMBER: SADC/3/5/2/248

20th July 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 A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS

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\$ **15,000.00**). inclusive of professional fees and reimbursable expenses. Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Proposals clearly marked “REFERENCE NUMBER: SADC/3/5/2/248 “SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS” should be submitted to the email tourism22@sadc.int by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: Tuesday 16th August 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:

- 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 soon after 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; mmabote@sadc.int

The Closing date for receipt of requests for information and clarification shall be: 29 July 2022 at 16.00 hours' local time Botswana.

The Closing date for responding to requests for information and clarification shall be: 4th August 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

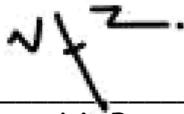
ANNEXES:

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



(Global Price)

**SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED
CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION
AND OTHER PERSONNEL AT BORDER POSTS**

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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 Country 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, United Republic of Tanzania, Zambia and Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security.

The vision of and ultimate impact desired by the Southern African Development Community (SADC) is one of a common future, a future in a regional community that will, among other objectives, ensure social-economic wellbeing and improve the standards of living and quality of life, freedom and social justice and peace and security for the peoples of Southern Africa. By 2050, we envision a peaceful, inclusive, middle to high income industrialised region, where all citizens enjoy sustainable economic well-being, justice and

freedom. To attain this vision, SADC's expected specific results include the promotion of sustainable and equitable economic growth and socio-economic development that will ensure poverty alleviation with the ultimate objective of its eradication through regional integration.

With a population of 345.2 million people (2018), and growing at a rate of 2.5% per annum, the SADC region is increasingly developing into a huge market for the African region and beyond. The largest share of the population in the SADC lives in the Democratic Republic of Congo (DRC) with 26.6%, followed by South Africa with 16.7%, and the United Republic of Tanzania with 15.7%. The Gross Domestic Production (GDP) for the SADC region stood at \$721.3 billion in 2018 and growing at 1.8% per annum (SADC Statistical Report of 2018). However, inflation remains high, and stood at around 18.6% increase between 2018 and 2019. There are cross-country variations in inflation rates, with some SADC Member States recording double-digit rates – Zimbabwe (607.1%), Angola (16.6%), Malawi (11.5%), and Zambia (10.3%) over the 2018-2019 period. The lowest inflation rate was recorded in Mauritius and Seychelles at 1.6%. The importance of agriculture to social and economic growth, poverty reduction, food security, and nutrition remains central to the region's overall developmental agenda.

1.4 Current situation in the sector

Tourism is a cornerstone of the Southern African Development Community (SADC) economy, together with agriculture, mining, and other services. In 2018 World Travel and Tourism Council (WTTC) economic data on SADC's tourism sector reported a GDP contribution of more than USD56 billion (8.6% of GDP). In terms of employment, the same economic data confirmed a contribution of over 6 million jobs (6.1% of total employment) due to the cross-sectoral, labour intensive and 'low barrier to entry' nature of the sector. However, poor tourism related customer service training among immigration and other personnel deployed at border posts has been identified as one of the challenges that needs to be addressed in order to improve the quality of immigration service in the SADC region.

1.5 The SADC region tourism development context

The joint Meeting of SADC Ministers Responsible for Environment, Natural Resources and Tourism that took place in October 2019 in Arusha, The United Republic of Tanzania, approved a SADC Tourism Programme 2020 – 2030. The Programme was developed by SADC Secretariat in close collaboration with Member States. The programme is being implemented in pursuance of five strategic goals which are to: (1) Stimulate visitor movement and flow to and within the region, (2) Improve and protect the tourism reputation and image of the region, (3) Develop tourism in Transfrontier Conservation Areas (TFCAs), (4) Improve the quality of visitor experiences and satisfaction levels, and (5) Maximise tourism partnerships and collaboration.

Strategy 1.1 of Goal 5 of the SADC Tourism Programme focuses on 'Stimulating Visitor Movement and Flows to and Within the Region'. More specifically, Strategy 1.1 under Goal 1's 'Immigration Facilitation Programme' identifies the imperative to 'improve immigration services' as one of the interventions required to improve the competitiveness of the SADC region.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall Objective /

The joint Meeting of SADC Ministers Responsible for Environment, Natural Resources and Tourism that took place in October 2019 in Arusha, The United Republic of Tanzania, in addition to approving the SADC Tourism Programme 2020 – 2030, directed SADC Secretariat to Prepare a Costed Action Plan (CAP) to implement the programme. SADC Secretariat has since developed the Costed Action Plan in close collaboration with Member States. The CAP identifies key priority actions to be implemented in Phase 1, which includes the improvement of immigration services. More specifically, the CAP identifies the need for development of a tourism-focused Customer Service Training Programme, for implementation by Member States, specifically directed at immigration and other personnel deployed at border posts.

Against the background above, the specific objective of the consultancy is to develop a tourism-focused Customer Service Training Programme, for implementation by Member States, specifically directed at immigration and other personnel deployed at border posts. This training programme may include, among others:

- i. Understanding the tourism industry and the link between tourism and immigration
- ii. Customer interaction and communication good practices
- iii. Staffing levels and management for fluctuating demand
- iv. Dealing with tourists in difficult circumstances and crises
- v. Promotion and harmonisation of service standards and visitor welfare at border posts
- vi. Development of communication materials and methods for promoting tourist anti-bribery
- vii. Institutional arrangements and definition of roles in tourism customer service training
- viii. Identification of potential sources for funding for tourism-focused customer service training

2.2 Purpose for this consultancy

The main purpose of developing a tourism-focused Customer Service Training Programme is to improve and enhance skills of customs and immigration officers for provision of efficient and effective service to customers.

2.3 Results to be achieved by the contractor / Tasks and deliverables of the consultant

The individual consultant will undertake the tasks/deliverables described the table below:

	Tasks/Deliverables	Due By	Expert Days
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<p>a.</p>	<p>An Inception Report which will include a work schedule with specific tasks, outputs/deliverables, and timeframes. The Inception Report will also propose an annotated structure of the tourism-focused Customer Service Training Programme. The Inception Report will include a roadmap towards a consultative process and mechanism, taking into consideration the following key actors/stakeholders for preparation of the Strategy:</p> <ul style="list-style-type: none"> i. SADC Secretariat ii. SADC Member State Ministries in charge of tourism development iii. SADC Member State Ministries supporting/affected by tourism development such as Finance, Foreign Affairs, Interior (Home Affairs), Trade, Infrastructure, Environment, Natural Resources, Community Development, as well as Ministries of Health, Public Safety and Security, Culture and Natural Monuments, etc.; iv. International and Continental entities with a direct or indirect tourism mandate World Tourism Organization a UN Specialized Agency; International Air Transport Association (IATA) African Union and, Regional Economic Communities, etc.); v. Intermediary agencies, such as national tourism boards, associations of operators, etc.; vi. Private sector (tour operators, airlines, etc.); vii. SADC Business Council viii. International Cooperating Partners; and ix. Academia/Tourism training institutions 	<p>Within 2 weeks of signing contract</p>	<p>3 calendar days</p>
<p>b.</p>	<p>Present the Inception Report to a virtual Inception Meeting chaired by SADC FANR; and agree upon logistical arrangements necessary for implementation of the assignment within one week of commissioning of the consultancy. SADC Secretariat in close collaboration with Member States will determine who will attend the Inception Meeting.</p>	<p>Within 3 weeks of signing contract</p>	<p>1 calendar day</p>
<p>c.</p>	<p>Collect and review relevant background information for the assignment especially relating to: tourism context in the SADC Region and impacts of customer service training; border post service delivery; tourism sector infrastructure; customer satisfaction / expectation, perceived quality; customer service communication; regional/global best practices of customer service at border posts; other relevant regional examples of effective tourism-focused Customer Service Training Programme targeting immigration and other personnel at border posts; Member States current plans and provisions for customer service training at border posts. The review should also consider budgets constraints and requirements, as well as potential sources from which resources (financial and non-financial) can be mobilized for a full implementation of a tourism-focused Customer Service Training Programme for immigration and other personnel at border posts.</p>	<p>Within 4 to 6 weeks of signing contract</p>	<p>3 calendar days</p>

d.	Facilitate a regional consultative workshop convened by SADC Secretariat of SADC Member States to discuss the main priorities of the Tourism-focused Customer Service Training Programme for Immigration and other Personnel at Border Posts, inclusive of its format and structures. Due to travel limitations resulting from response to the COVID-19 pandemic, there may be a possibility of the workshop being conducted and facilitated virtually. Arrangements in this regard will be determined by SADC Secretariat, in consultation with Member States at the appropriate time of the consultant commissioning process.	Within 7 to 8 weeks of signing contract	2 calendar days
e.	Submit a report on proceedings, decisions, and outputs (including an agreed format for the Tourism-focused Customer Service Training Programme).		
f.	Prepare the first draft outline of the Tourism-focused Customer Service Training Programme.	Within 9 to 10 weeks of signing contract	1 calendar day
g.	Present the draft outline of the Programme to a virtual consultative meeting convened by SADC Secretariat who will determine participants in close collaboration with Member States.		1 calendar day
h.	Develop a zero draft Tourism-focused Customer Service Training Programme		2 calendar days
i.	Facilitate a one-day validation meeting to discuss the zero draft Tourism-focused Customer Service Training Programme, obtain inputs on core components of the Strategy, and define a way forward towards finalization of an updated draft Strategy for consideration by the Technical Committee on Tourism	Within 11 to 12 weeks of signing contract	1 calendar day
j.	Submit the updated draft Tourism-focused Customer Service Training Programme that incorporates inputs from the validation meeting to SADC Secretariat for submission to the Technical Committee.		
k.	Incorporate inputs from the Technical Committee and submit final draft Programme.		1 calendar day
Total days			15 calendar days

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

There is commitment from Member States to provide necessary information and data, and that there is readily available technical information and data from national, regional and international research institutions and universities.

3.2 Risks

Delays in appointment of consultants; appointment of a consultant with limited understanding of the tourism sector in the SADC region.

4. SCOPE OF THE WORK

4.1 General

4.1.1. Project description

The project is to develop a tourism-focused Customer Service Training Programme, for implementation by Member States, specifically directed at immigration and other personnel deployed at border posts. The training programme should cover, among others:

- i. Understanding the tourism industry and the link between tourism and immigration
- ii. Customer interaction and communication good practices
- iii. Staffing levels and management for fluctuating demand
- iv. Dealing with tourists in difficult circumstances and crises
- v. Promotion and harmonisation of service standards and visitor welfare at border posts
- vi. Development of communication materials and methods for promoting tourist anti-bribery
- vii. Institutional arrangements and definition of roles in tourism customer service training

The consultant to prepare and present the Inception Report to a virtual Inception Meeting with a roadmap towards a consultative process and mechanism to support the completion of the project. The consultant is also required to convene all required workshops to facilitate the development and validation of the Zero Draft Training Programme.

Once validated the consultant to submit the updated draft Tourism-focused Customer Service Training Programme that incorporates inputs from to the Technical Committee.

4.1.2. Geographical area to be covered

The beneficiaries are the SADC Secretariat and SADC Member States.

4.1.3. Target groups

Member States tourism sector.

4.2 Specific work / Deliverables

The following activities should be undertaken:

- a. Inception Report which includes a roadmap and annotated structure of the Programme;
- b. Collect and review relevant background information for the assignment;
- c. Facilitation of meetings as outlined in Section 5.1 below;
- d. Proceedings of a consultative meeting and meeting report;
- e. First draft of the Programme
- f. Final draft of the Programme and accompanying validation meeting report; and

- g. A PowerPoint presentation with main highlights of the Programme to be submitted to SADC Secretariat .

The Consultants will be called upon to support the discussions among SADC Secretariat Directorates and SADC Senior Technical Officials towards understanding and the adoption of recommendations made from the study.

4.3 Project management

4.3.1. Responsible body

The Directorate of Food, Agriculture and Natural Resources (FANR) is responsible for this consultancy. The specific unit within the Directorate is the Tourism Coordinating Unit (TCU).

4.3.2. Management structure

The consultant will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Senior Programme Officer: Tourism. Project oversight will be provided by the SADC Tourism Coordinating Unit (TCU).

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

The only facilities to be provided are virtual meeting facilities (ZOOM meeting rooms), as well as access to online documents and reports.

5. LOGISTICS AND TIMING

5.1 Location / Duty station and travel

The current COVID-19 pandemic has resulted in travel restrictions currently preventing in-person meetings. The individual consultant will work from his/her respective home country. The consultant is expected to make his or her own logistical arrangements if travel is required. The proposed maximum cost for travel should be included in the financial bid and will be reimbursed upon presentation of proof of travel.

5.2 Start date & period of implementation / Time schedule and period of the consultancy

The individual consultant will work for up to 15 calendar days spread over a period starting from the date of signing contract to undertake the tasks described in Section 4.2 above.

6. REQUIREMENTS

6.1 Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to

work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1 Expert

QUALIFICATIONS AND SKILLS

The individual consultant and should have the following qualifications:

- a. An MSc qualification or higher in Tourism, Economics, Communications, Sustainable Development Studies, or related field;
- b. Excellent interpersonal skills and networking abilities;
- c. Good computer skills inclusive of use of information technologies for remote working that includes virtual meetings, engagements, and the sharing of information; and
- d. Excellent command of the English language. Portuguese and/or French will be an advantage.

SPECIFIC PROFESSIONAL EXPERIENCE

- a. Minimum of 10 years post-qualification experience in the preparation and/or implementation of tourism destination risk, crisis, or disaster management strategies;
- b. Long-term experience in the tourism industry either directly as a tourism entrepreneur or as a well-established consultant to the public and private sector in the sub region;
- c. Understanding of the international tourism markets and demand;
- d. Demonstrated comprehensive understanding of the SADC tourism industry, its public and private stakeholders, and public-private sector engagement;
- e. Good knowledge of SADC policies and institutional structures relevant to tourism development, sustainable development, natural resource management and institutional structures;
- f. Demonstrable multi-stakeholder strategic planning experience;
- g. Demonstrated ability to establish priorities and to plan and organise the work components in a complex and dynamic environment;
- h. High technical skills in holding stakeholder interviews, workshop facilitation, budgeting, financial planning, financial management and report writing;

GENERAL PROFESSIONAL EXPERIENCE

- e. Minimum of 15 years post-qualification experience in the preparation of destination tourism plans, strategies, frameworks, and road maps;

6.1.2 Support Staff and back stopping

The consultant will be expected to provide his/her own support facilities during the implementation of the contract.

6.2 Office accommodation

Not Applicable.

6.3 Facilities to be provided by the contractor

The only facilities to be provided are virtual meeting facilities (ZOOM meeting rooms), as well as access to online SADC documents as they relate to immigration service development.

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

Incidental expenses shall be provided for under this contract, only when and only if the Consultant will be required to travel, of which this will be determined by the COVID pandemic restrictions and/or limitation.

6.6 Expenditure verification

Not applicable.

7. REPORTS

7.1 Reporting requirements

The consultant shall operate under the direct supervision of the Senior Officer –Tourism

All the deliverables shall be delivered to the SO – Tourism.

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/ Inception Report	The Consultant will be responsible for developing a short report outlining: <ul style="list-style-type: none">- proposed structure of the tourism-focused Customer Service Training Programme- regional/global best practices of customer service at border posts;	No later than 14 calendar days after signing of contract.

		<ul style="list-style-type: none"> - Member States current plans and provisions for customer service training at border posts. - a report on proceedings, decisions, and outputs (including an agreed format for the Tourism-focused Customer Service Training Programme). 	
draft Tourism-focused Customer Service Training Programme		<p>The Draft Programme should contain the following:</p> <ul style="list-style-type: none"> - A comprehensive report with inputs from stakeholder validation meeting; 	No later than 14 calendar days after the tourism stakeholder validation meeting.

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

Copies of the reports referred to above must be submitted to the project manager identified in the contract. All reports and communications with the contracting authority shall be in English in MS Word/Excel/PowerPoint format, and ready for printing and distribution. Reports shall not exceed 50 pages. The SADC Secretariat will arrange for the translation of reports and communications into all SADC languages.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

This contract will be monitored and evaluated using five specific performance measures, viz. inputs, output, efficiency, quality and outcome.

- (i) Input measure will monitor the amount of resources (financial) being utilised to achieve the expected outcomes of this contract.
- (ii) Output measure will monitor how much was produced (products and actions) in line with the requirements of the contract.
- (iii) Efficiency measure will monitor the relationship between the amount produced (output) and the resources used (input).
- (iv) Quality measure will determine whether the expectations of the contracting entity (SADC Secretariat) and its stakeholders (Member States) are being met. These expectations include timeliness, accuracy, courtesy and meeting of contracting entity's needs.

- (v) Outcome measure will determine the extent to which the overall objective and purposes of the contract are met and are impacting on intended clientele (Secretariat and Member States).

8.2 Special requirements

Not applicable.

9. Maximum Available Budget / Budget for a costed action plan

The estimated budget for this work is Fifteen Thousand US dollars (USD 15,000.00)

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 A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS

REFERENCE NUMBER: SADC/3/5/2/248

REQUEST FOR SERVICES TITLE: SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS** in accordance with your Request for Expression of Interests number SADC/3/5/2/248, dated 20th July 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 init 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);*
- 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' 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:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

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

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>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/3/5/2/248– SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS

N°	Description ¹	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/3/5/2/248 - SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS

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 **[20th July 2022]** for the project **‘SADC/3/5/2/248 - SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POST ’** 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/3/5/2/248 - SHORT TERM CONSULTANCY TO DEVELOP A TOURISM FOCUSED CUSTOMER SERVICE TRAINING PROGRAMME FOR IMMIGRATION AND OTHER PERSONNEL AT BORDER POSTS

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

Mr. Moreri Mabote
Senior Programme Officer – Tourism
Tourism Coordinating Unit
Directorate of Food, Agriculture and Natural Resources
Southern African Development Community (SADC)
Plot 54385 New CBD
Private Bag 0095 Gaborone,
BOTSWANA
Tel: +267 364 1974 +267 395 1863 (Ext 1769)
Mobile: +267 71 352 426
Email: mmabote@sadc.int

- 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 15 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°	Description¹	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.

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