



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN

REFERENCE NUMBER: SADC/3/5/2/256

3th August 2022

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

“CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN”

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\$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. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/256 - CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN**” to the email address below:
obesity@sadc.int
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **24th August 2022 at 10:00hours local (Botswana) time**
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification 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 reimbursables and expenditure verification shall be excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees /total fees of the tender being considered) x 100.

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

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

8. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:

(i) PRICES:

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) EVALUATION AND AWARD OF THE CONTRACT:

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

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

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

(iii) VALIDITY OF THE EXPRESSION OF INTEREST:

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

9. The assignment is expected to commence within **two (2) weeks** from the signature of the contract.
10. Additional requests for information and clarifications can be made through the email address below

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Purpose Chifani

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

Fax: **3972848**

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

Copy to hmaripe@sadc.int and psepoloane@sadc.int

The closing date for receipt of request for information and clarifications shall be: 13th August 2022 @ 16:00 hours local (Botswana) time

The closing date for responding to requests for information and clarifications shall be: 16th August 2022

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

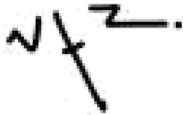
ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Purpose Chifani
Acting Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION
OF OBESITY AND IMPLEMENTATION PLAN**

SADC/3/5/2/256

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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

SADC is a regional economic development community comprising 16 Member States in the Southern African and Indian Ocean region. Its overall goal is to promote and achieve equitable and sustainable development, through increased regional integration underpinned by an environment of peace, security and regional stability. The region's development policies and priorities are defined in the Regional Indicative Strategic Development Plan (RISDP), which provides policy and strategic direction towards the attainment of the overall SADC goal.

Obesity and overweight are escalating problems globally, with epidemiological studies confirming that increased weight is associated with increased risk of death from all causes, most notably non-communicable diseases (NCDs). The highest rates of increase in obesity have been recorded in middle-income countries, including in Southern Africa.

The SADC Secretariat provides regional guidance to SADC Member States in the prevention and management of overweight and obesity, and in collaboration with cooperating partners, the Secretariat has successfully developed several tools, including the Food Based Dietary Guidelines (FBDGs), which have been adopted by the SADC Member States. SADC recognizes the need to adopt healthy lifestyles to address health challenges including NCDs such as hypertension, type II diabetes, cancer and cardiovascular disease. In Southern Africa, as is in most parts of the world, lifestyle challenges and standards of living are presently altering the disease landscape resulting in NCDs increasing in the region.

Given the extensive burden of disease associated with overweight and obesity in the region, the SADC nutrition technical committee recommended developing a regional overweight and obesity strategy and its implementation plan in order to provide member states with the resources to implement strategies to reduce the rising prevalence of overweight and obesity. A first step in this process is to undertake a landscape assessment of disease prevalence, policies and programmes, mapping out the existing legislation and key stakeholders in the SADC member states in order to inform the process of developing the regional obesity strategy.

The overall outcome within the SADC RISDP (2020-2030) is to enhance investment in malnutrition to reduce all forms of malnutrition. Furthermore, one of the objectives and commitments is to develop the regional obesity prevention strategy and costed plan.

1.4 Current situation in the sector

Overweight/obesity is also a growing challenge in the region, both among adults and young children. An estimated 2.4 million children under 5 years are overweight in the SADC Region.

Prevalence of overweight is classified as ‘high’ in 5 Member states(MS) Botswana, Comoros, Mauritius, Seychelles and South Africa. Although Prevalence is still classified as ‘low’ in Angola, Namibia and Tanzania, numbers of overweight or obese children are increasing in these three countries.

Overweight and obesity carry an increased risk of non-communicable diseases, including type 2 diabetes. Many of the remaining Member States are making non- progress to reduce numbers of overweight children.

1.5 Related programmes and other donor activities

No related assignments working on the pandemic tracker.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of this consultancy is two-fold:

2.1.1 Phase I: Entails the regional mapping exercise on the current status of overweight and obesity prevalence, risk factors, policies and programmes and key stakeholders in the region

2.1.2 Phase II: Entails drafting of the obesity strategy

2.2 Purpose (Specific Objective)

The purpose of this contract are as follows:

Phase I: Entails the regional mapping exercise on the current status of overweight and obesity prevalence, risk factors, policies and programmes and key stakeholders in the region.

In order to inform the development of a regional obesity strategy, it is recommended to first ascertain the extent of overweight and obesity prevalence and risk factors. The mapping exercise will also reveal the opportunities for policy development and strengthening in the region.

A mapping exercise will be undertaken in SADC member states to identify existing overweight and obesity prevalence, existing legislation in place identify the opportunities and entry points that will guide the development of the strategy. The mapping will involve a desk review of documentation from SADC member states and in-country consultation. The mapping will also identify stakeholders engaged in the prevention of obesity in the region.

Phase II: Entails drafting of the obesity strategy

Following the mapping exercise and guided by the recommendations in phase I, the consultancy will have a second phase of drafting of the regional strategy. The consultant will work with an expert technical working group that would constitute of Member States representatives and experts/partners in the field of health and nutrition.

2.3 Results to be achieved by the contractor

The consultant will be guided by the various SADC, African Union and international policies, protocols, strategies and master plans, decisions and resolutions on Health and Nutrition to accomplish the objectives.

2.3.1. Tasks and Results for Phase I

- a) **Conduct the Epidemiological situation with regards to overweight and obesity in adults and children**
 - Review of available data from Multiple Indicator Cluster Surveys (MICs) or Demographic and Health Surveys (DHS) surveys, school-based surveys and/or national nutrition surveys.

- Analysis of inequalities and Dis-aggregation of data across age and socioeconomic groups, gender, geographical area and over time.
- Analysis of connections between obesity and overweight and other forms of malnutrition.
- Identification of gaps in data/knowledge.

b) Review of data on dietary intake, food availability, affordability and promotion among children aged 0-18 years and adults.

- Review and dis-aggregation (by group and time trends) of available data on dietary intake including potentially unhealthy food and drink e.g. savoury snack foods; confectionery; sugar-sweetened beverages; low fruit and vegetable intake.
- Inclusion of available data from market research reports related to sales and marketing of specific product categories. UNICEF East and Southern Africa Regional office (ESARO) will support this aspect of the landscape analysis.
- Review of available studies on the promotion, marketing and sale data of food including potentially unhealthy food and drink targeted at younger and school aged children e.g. studies conducted by academia, development partners and/or government. UNICEF ESARO will support this aspect of the landscape analysis.
- Review of current knowledge, attitudes and practices as well as social norms with regards to the consumption of unhealthy food and beverages e.g. studies conducted by academia, development partners and/or government.
- Analysis of inequities by income, geography, ethnicity or gender.
- Identification of gaps in data/knowledge.

c) Review of policy, legislation, standards and programmes that are in place to address overweight/obesity among children aged 0-18 years and adults.

- Review of strategies, programmes and action plans already in place in the Member States that relate to the prevention of overweight and obesity
- Review of specific policies mentioned including those that address: food promotion, labelling, composition, retail, price, marketing, physical activity as well as governance dimensions such as policy coordination, monitoring and evaluation.
- Review of services and key interventions available to prevent overweight via health, education, social welfare and Water Sanitation and Hygiene (WASH) systems, as well as social and behaviour change communication strategies.
- Identification of gaps and recommended thematic areas to be included in the obesity strategy.

2.3.2. Prepare a consolidated process report for the entire study consultancy demonstrating how the terms of reference were addressed.

2.3.3. Hold a validation workshop to share the report and outline the roadmap for the development of the regional strategy

2.3.4. Tasks for Phase II

Phase II of the consultancy entails development of the regional obesity strategy

2.3.4.1. Review recommendations from the mapping assessment and develop the first draft of the obesity strategy.

2.3.4.2. Circulate the draft obesity strategy to the Member States for their review and inputs

2.3.4.3. Convene a sensitization workshop targeting the Member States to validate the regional obesity strategy.

2.3.4.4. Update the strategy based on comments provided by the Member States share the updated document with the secretariat.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the consultancy

- Being a specialised field the assignment is launched with the assumption that a sufficient number of qualified and experienced entities can be found to participate in the project
- Member States will be responsive to the availability of the consultancy to engage and to provide the necessary information and guidance.

3.2 Risks underlying the consultancy

The following are the foreseen risks associated with this assignment: -

Possible risks	Risk Level (L/ M/ H)	Mitigation Measures
Delayed and limited engagement by the Member States on the assignment activities	M	Engage partners to support and facilitate linkages with focal points at Member State level
The multiplicity of stakeholders may pose challenges to planning and coordination of project activities should the availability of respondents not be assured.	M	Identify a person to co-ordinate stakeholders through the Ministries of Health.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The following activities are expected to be undertaken during the assignment by the consultant:

- Conduct the regional mapping exercise on the current status of overweight and obesity prevalence, risk factors, policies and programmes and key stakeholders in the region.
- Draft the obesity strategy.

4.1.2 Geographical area to be covered

The SADC region comprised of all the 16 member states (Angola, Comoros, Botswana, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, United Republic of Tanzania, Zambia and Zimbabwe).

4.1.3 Target groups

The principal target groups for the activities of this contract will be the SADC Secretariat and SADC Member State governments.

4.2 Specific work

- a) An inception report (including the conceptualization, work plan, desk review of relevant documents, initial brief systematic consultations) for the assignment and strategy document outline.
- b) A detailed report with the finding from the mapping exercise and key recommendations.
- c) The draft obesity strategy developed.
- d) A process report for the entire consultancy demonstrating how the terms of reference were addressed.

4.2.1 Duration of the Assignment and Timelines

The assignment is expected to be conducted within 5 months (20 weeks / 140 calendar days).

Time frame	Consultant's deliverables
Week 2 after signature of the contract	Submits to SADC SHD Unit an inception report including the conceptualization, work plan for the assignment, study report outline and outline for policy brief.
Week 6: after signature of the contract	Submits the first draft report of the mapping exercise.
Week 8 of the consultancy	SADC SHD Unit and other stakeholders review and provide comments on the draft study report.
Week 10 of the consultancy	Submits a revised draft report.
Week 12 of the consultancy	Participates and presents in the findings of the assignment at the regional validation workshop.
Within a week after the validation workshop	Submits Final Report for Phase I

Week 13 of the consultancy	The draft regional obesity strategy developed
Week 14 of the consultancy	Participates and presents in the draft regional obesity strategy at technical working group and regional validation workshops.
Week 16 of consultancy	SADC SHD Unit and other stakeholders review and provide comments.
Week 20 of the consultancy	Submit the final draft regional obesity strategy

4.3 Project management

4.3.1 Responsible body

The Directorate of Social and Human Development at the SADC Secretariat will be responsible for managing the contract.

4.3.2 Management structure

The Consultant will work in close collaboration with Senior Technical Advisor Nutrition in the Directorate of Social and Human Development.

The Director SHD will be the accounting manager for overall implementation of the project. The Senior Technical Advisor: Nutrition shall be responsible for day-to-day requirements of the project towards its fulfilment including assisting the Consultant on basic administrative and logistical issues, appointments with key SADC staff at the Secretariat and with Member States.

All deliverables will be submitted to the SADC Secretariat for approval prior to production. The SADC Secretariat reserves the right to request revision of draft reports and other products and/or to have alternatives to be submitted as appropriate. Prior to final production of any deliverables, a sample of the materials is to be shared with the SADC Secretariat for approval. Only after written approval by the Project Manager, is/are the Contractor(s) authorised to proceed. The Contractor(s) is/are responsible to ensure soft copies of all materials developed are delivered to the SADC Secretariat for future use.

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

The SADC Secretariat will not provide any facilities or equipment to and /or for the use by the Contractor.

5. LOGISTICS AND TIMING

5.1 Location

The Directorate of Social and Human and Development at the SADC Secretariat in Gaborone, Botswana will be the operational base for the assignment. The Consultant will implement the assignment from their location.

5.2 Start date & period of implementation

The intended start date is from **September 2022** and the period of implementation of the contract will be 5 months from this date. The actual start date will be stated in the contract document.

6. REQUIREMENTS

6.1 Staff

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

6.1.1 Experts

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

Key expert:

Qualifications and Skills

- An minimum of an advanced University Degree in Nutrition, Public Health, Epidemiology, Food sciences and any related Social Science disciplines or related fields.
- A minimum of five years of progressively responsible experience in managing nutrition programmes and conducting analysis in related field in the context of Southern or Sub-Saharan Africa.
- He/she must be fluent in English. He/she must possess excellent written and oral communication skills. Knowledge in the other SADC languages – French and Portuguese will be an added advantage

General Professional Experience

- He/she must have a minimum of 8 years' experience of good understanding of development challenges in the SADC region and in particular the nutrition planning and programming.
- Computer skills for compilation, analysis and dissemination of data are required. He/she must have good networking skills and ability to speak in public.

Specific Professional Experience

- He/she must have a minimum 5 years' experience of good understanding of non-communicable disease risk factors relating to overweight and obesity.
- He/she must have a good understanding of development challenges in the SADC region and in particular the private sector engagement.
- He/she must have sound knowledge of the regional institutions in Southern Africa
- Proven experience in development of nutrition strategies

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

6.1.2 Support staff & backstopping

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

6.2 Office accommodation

SADC Secretariat won't be offering office space for the consultant in Botswana Gaborone during the assignment.

6.3 Facilities to be provided by the contractor

SADC Secretariat will adequately support the consultant and ensure that there is sufficient secretarial and interpreting provision to enable the consultant experts to engage with Member States during the validation meetings.

6.4 Equipment

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

6.5 Incidental expenditure

Not applicable

6.6 Expenditure verification

Expenditure verification is not applicable in this contract.

7. REPORTS

Reporting requirements

The consultant is expected to deliver and submit the deliverables on the table below

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

Time frame	Consultant's deliverables
Week 2 after signature of the contract	Submits to SADC SHD Unit an inception report including the conceptualization, work plan for the assignment, study report outline and outline for policy brief.
Week 6: after signature of the contract	Submits the first draft report of the mapping exercise.
Week 8 of the consultancy	SADC SHD Unit and other stakeholders review and provide comments on the draft study report.
Week 10 of the consultancy	Submits a revised draft report.
Week 12 of the consultancy	Participates and presents in the findings of the assignment at the regional validation workshop.
Within a week after the validation workshop	Submits Final Report for Phase I
Week 13 of the consultancy	The draft regional obesity strategy developed
Week 14 of the consultancy	Participates and presents in the draft regional obesity strategy at technical working group and regional validation workshops.
Week 16 of consultancy	SADC SHD Unit and other stakeholders review and provide comments.
Week 20 of the consultancy	Submit the final draft regional obesity strategy

Payment schedule is related to reports and their approvals, as follows:

- 15% upon signing of the contract and submission and acceptance by SADC of the assignment inception report;
- 25% upon submission and acceptance by SADC of the draft study report;
- 25% upon consolidating comments and presentation of the draft study report and the draft minimum standards after the validation workshops;
- 35% upon finalization and submission of all outputs and its acceptance by SADC.

7.2 Submission & approval of reports

The reports referred to above must be submitted to the Senior Technical Advisor Nutrition in the Directorate of Social and Human Development. The reports must be written in English. The project manager will review the report and submit to the Director SHD for approval.

8. MONITORING AND EVALUATION

8.1 Definition of Indicators

Progress on the project will be measured against agreed deliverables and timelines.

8.2 Special Requirements

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

9. BUDGET

The maximum budget for this consultancy is **USD\$15,000** inclusive of professional fees and reimbursable expenses.

ANNEX 2: Expression of Interest Forms

- A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT 20
- B. CURRICULUM VITAE 22
- C. FINANCIAL PROPOSAL 26

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

REFERENCE NUMBER: **SADC/3/5/2/256**

CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/256**, dated for the sum of (*Insert Amount*) This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *does* include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

- a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;*
- b) they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;*
- d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) they are being currently subject to an administrative penalty.*

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the SADC Secretariat’s request, I will provide certified copies of documents to prove so.

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

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

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

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

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

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

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

17. Professional experience:

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

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

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

[insert the details]

19. Statement:

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

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

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 17 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN

REFERENCE NUMBER: SADC/3/5/2/256

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER:

This Contract (“Contract”) is made on the one hand,

The **SADC Secretariat**, having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter referred to as the “Procuring Entity”),

and, on the other hand,

..... (hereinafter referred to as the “Individual Consultant”), with residence in, citizen ofowner of the ID/Passport Number issued on by

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the Services hereinafter referred to;

AND WHEREAS the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and 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 **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.2 **Contract Value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests for the project- **CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN** and reflected as such in Annex 2 of this Contract.
- 1.3 **Day** means a calendar day.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this Contract following the Request for Expression for the project **SADC/3/5/2/256 - CONSULTANCY TO DEVELOP THE SADC STRATEGY ON THE PREVENTION OF OBESITY AND IMPLEMENTATION PLAN**

1.5 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.

1.6 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to him in this Contract and his details are as follows:

.....
.....
.....
Southern African Development Community (SADC) Secretariat
Plot 54385 New CBD
Private Bag 0095 Gaborone
BOTSWANA
Tell: +267 395 1863 Cell: +267
Email:

1.7 **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.

2. Effective Date and Duration

2.1 This Contract shall enter into force 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 Services shall be implemented for a period not exceeding *5 months* from the date of entry into force of the Contract.

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 shall 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 For the Services to be undertaken under this Contract, the Individual Consultant shall be paid a total amount of **United States Dollars (US Dollars**) fixed cost, in accordance with the provisions of Annex 2 to this Contract.

- 4.2 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his obligations hereunder in full as stated in the Annex 1 to this Contract.
- 4.3 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the Services provided were delivered and accepted by the Procuring Entity.
- 4.4 Notwithstanding the provisions of this clause, failure by the Procuring Entity to make payment claimed by the Individual Consultant under this Contract shall not entitle the Individual Consultant to terminate this Contract if such payment has been withheld, delayed, or disapproved by the Procuring Entity due to unsatisfactory work done, or unacceptable invoice submitted, by the Individual Consultant.

5. Status of the Individual Consultant

- 5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.
- 5.2 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.

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, 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

- 7.1 The Procuring Entity shall 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.

7.2 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, he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Individual 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, shall be under the direct control of the Individual Consultant. The Procuring Entity shall 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 shall 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 10.1 above, the Individual Consultant agrees to indemnify at his 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 her obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 10.3 At his 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 his 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 he expresses a serious reservation.

11. Insurance

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

12.2 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 Clause 12.1 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 and Confidentiality

13.1 The Individual Consultant shall 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 13.1, then he shall 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 Individual 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 Individual 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 14.3 below. If such suspension continues for a period in excess of 30 Days, then either Party may terminate this Contract forthwith by giving 30 Days written notice to the other.

- 14.2 The Individual Consultant may terminate this Contract at any time, if, after giving the Procuring Entity thirty (30) Days written notice of a material breach of the Contract, the Procuring Entity does not rectify such material breach within the said thirty (30) Days of receipt of the notice or such other period as may be agreed.
- 14.3 In the event of early termination of the Contract under Clauses 14.1 and 14.2, the Individual Consultant shall be entitled to a proportion of the fees payable for that part of the Services carried and approved by the Procuring Entity 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. 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 authorised signatories on behalf of the Individual Consultant and the Procuring Entity respectively.

17. Governing law

- 17.1 This contract shall be governed by, and shall be construed in accordance, with the Botswana law.
- 17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the

conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.

17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.

17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.

17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

18. Privileges and Immunities

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

19. Entire Agreement

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

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

IN WITNESS WHEREOF, we the undersigned, being duly authorised, have signed this Agreement, in two (2) originals in the English language all copies being equally authentic.

For the Procuring Entity		For the Individual Consultant	
Name :		Name :	
Position :		Position :	
Signature:		Signature:	
Place :		Place :	
Date:		Date :	

Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount exceeding the ceiling of **Thousand United States Dollars (US Dollars**), which shall be considered as 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 as follows:

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

3. Payment shall be made in accordance with the following schedule:

- 15% upon signing of the contract and submission and acceptance by SADC of the assignment inception report;
- 25% upon submission and acceptance by SADC of the draft study report;
- 25% upon consolidating comments and presentation of the draft study report and the draft minimum standards after the validation workshops;
- 35% upon finalization and submission of all outputs and its acceptance by SADC.

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.

² Indicate unit cost..