



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF AN INDIVIDUAL CONSULTANT

SHORT-TERM CONSULTANCY TO DEVELOP DRAFT
REGIONAL POLICY GUIDELINES ON THE USE OF
SOCIAL MEDIA IN SADC

REFERENCE NUMBER: SADC/3/5/2/239

3rd August 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 DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC”

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\$20,000.00.** 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/3/5/2/239 “SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC” should be submitted to the email socialmediause2022@sadc.int by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: Wednesday 23rd August 2022 at 10:00 hours local (Botswana) time.
7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualifications and skills	30
General professional experience	10
Specific professional experience	60
Total	100

Technical Evaluation

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

Financial evaluation

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

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

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

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

(i) **PRICES:**

The financial proposal shall be in **United States Dollars (USD)** and inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

(ii) **EVALUATION AND AWARD OF THE CONTRACT:**

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7 and 8,
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

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

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

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

9. The assignment is expected to commence within two (2) weeks from the signature of the contract.

10. Additional requests for information and clarifications can be made through the email below

The Procuring entity: **SADC Secretariat**

Contact person: Mr Purpose Chifani

Telephone: **3951863**

E-mail: tenders@sadc.int and senthufhel@sadc.int; hkambanga@sadc.int

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

The closing date for receipt of requests for information and clarification shall be; **10th August 2022 at 15:00 hours'** local time Botswana.

The closing date for responding to requests for information and clarifications shall be; **12th 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

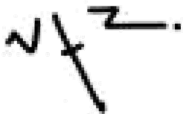
ANNEXES:

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)

TERMS OF REFERENCE

**RECRUITMENT OF SHORT-TERM CONSULTANCY TO DEVELOP DRAFT
REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC**

REFERENCE NUMBER: SADC/3/5/2/239

TERMS OF REFERENCE

1. **BACKGROUND INFORMATION** ERROR! BOOKMARK NOT DEFINED.
 - 1.1. Partner country and procuring entity **Error! Bookmark not defined.**
 - 1.2. Contracting authority **Error! Bookmark not defined.**
 - 1.3. Country background..... **Error! Bookmark not defined.**
 - 1.4. Current situation in the sector **Error! Bookmark not defined.**

2. **OBJECTIVE, PURPOSE & EXPECTED RESULTS**ERROR! BOOKMARK NOT DEFINED.
 - 2.1. Overall objective **Error! Bookmark not defined.**
 - 2.2. Purpose (Specific Objective) **Error! Bookmark not defined.**
 - 2.3. Results to be achieved by the contractor..... **Error! Bookmark not defined.**

3. **ASSUMPTIONS & RISKS** ERROR! BOOKMARK NOT DEFINED.
 - 3.1. Assumptions underlying the project **Error! Bookmark not defined.**
 - 3.2. Risks..... **Error! Bookmark not defined.**

4. **SCOPE OF THE WORK** ERROR! BOOKMARK NOT DEFINED.
 - 4.1. General **Error! Bookmark not defined.**
 - 4.2. Project management **Error! Bookmark not defined.**

5. **LOGISTICS AND TIMING** ERROR! BOOKMARK NOT DEFINED.
 - 5.1. Location **Error! Bookmark not defined.**
 - 5.2. Start date & period of implementation..... **Error! Bookmark not defined.**

6. **REQUIREMENTS.....** ERROR! BOOKMARK NOT DEFINED.
 - 6.1. Staff..... **Error! Bookmark not defined.**
 - 6.2. Office accommodation..... **Error! Bookmark not defined.**
 - 6.3. Facilities to be provided by the contractor..... **Error! Bookmark not defined.**
 - 6.4. Equipment **Error! Bookmark not defined.**
 - 6.5. Incidental expenditure..... **Error! Bookmark not defined.**
 - 6.6. Expenditure verification..... **Error! Bookmark not defined.**

7. **REPORTS.....** ERROR! BOOKMARK NOT DEFINED.
 - 7.1. Reporting requirements..... **Error! Bookmark not defined.**
 - 7.2. Submission & approval of reports **Error! Bookmark not defined.**

8. **MONITORING AND EVALUATION ..** ERROR! BOOKMARK NOT DEFINED.
 - 8.1. Definition of indicators **Error! Bookmark not defined.**
 - 8.2. Special requirements **Error! Bookmark not defined.**

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 Organisation comprising **16** Member States, namely; Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, Zimbabwe. Established in 1992, SADC is committed to engendering the economic well-being, improvement of the standards of living and quality of life, freedom and social justice and peace and security for the people of Southern Africa. SADC's mission is to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, enhanced co-operation and integration, good governance, and durable peace and security. The ultimate goal being to ensure that the region emerges as a competitive and effective player in international relations and the world economy. The SADC Programme of Action is outlined in the Organisation's long-term strategic plan; the Regional Indicative Strategic Development Plan (RISDP)

1.4 Current situation in the sector.

Informed by the outcome of the meetings of the Ministerial Committee of the Organ (MCO) on Politics, Defence and Security Cooperation, the RISDP in line with one of its strategic objectives (enhanced conflict prevention, resolution and management systems, with early warning systems that are capable of tracking and monitoring political, security and socio-economic threats) seeks, among others, to regulate social media to minimise its misuse and peddling of fake news.

In turn the MCO had been advised by the State Security Sub-Committee (SSSC) held in April 2017 and April 2019 that the region continues to contend with the phenomenon of fake news the abuse of social media, which is now an emerging threat in Member States, as witnessed by the proliferation of the so-called hashtag (#) movements whereby cyber activists, mainly the youths, abused social media platforms to organise and coordinate anti-government protests, propagate and disseminate anti-government propaganda, and directing illegal activities which border on banditry and insurgency as well as transnational organised crimes. As a result, Member States are encouraged to enhance measures to regulate social media platforms as a counter measure to this emerging threat.

Member States through the SSSC meetings have highlighted, among others, the following concerns about fake news and the use of social media: religious extremism fundamentalists, advocates for secessionism, opposition activists and government critics, perpetrating activities with potential to breed terrorism in the region, advancing separatist agendas, as well as, conceiving, organising, coordinating and spreading ideas of violent anti-government demonstrations and protests aimed at destabilising and removing legitimately elected governments, respectively, through social media platforms such as WhatsApp, Facebook, Twitter and YouTube. Certain individuals, especially from the opposition, also misrepresent themselves on social media to the extent of even purporting to be others. On the other hand, the internet and social media have also been used to spread propaganda and

fake news on political, economic and security issues with a view to create despondency within the populace fueling tensions between governments and opposition supporters, meant again to destabilize governments.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

Develop draft regional guidelines on the use of social media in order to inform policy and legislative decisions in Member States.

2.2 Purpose (Specific Objective)

The specific objective of the consultancy is to research on and validate peddling of fake news, misuse of social media and existence of guidelines on the use of social media in Member States.

2.3 Results to be achieved by the contractor

The consultancy will involve:

- i. Researching on misuse of social media and fake news related to religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media.
- ii. Providing SADC Secretariat with up-to-date information on the trends and scope of misuse of social media and fake news related to religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media.
- iii. Providing SADC Secretariat with up-to-date information on the current efforts by Member States to address the misuse of social media and fake news related to religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media.
- iv. Highlighting the effective strategies and actions in addressing the misuse of social media and fake news related religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media.
- v. Identifying recommendations for interventions to address misuse of social media and fake news related religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

Relevant Stakeholders and Member States will fully cooperate, support and provide the consultant with the necessary inputs timely to complete the assignment within the envisaged timeframe.

3.2 Risks

Slow responses from Stakeholders in providing inputs required for this assignment may delay completion of the assignment leading to possible time and cost overruns.

Stakeholders can give partisan positions given that the issue of controlling/regulating social media is a contentious and sensitive one.

4. SCOPE OF THE WORK

4.1 General

Developing Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States to prevent fake news and abuse of social media.

4.1.1 Project description

- a) drafting of an inception Report clearly stipulating the methodology for developing the Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States;
- b) drafting Report on the up-to-date information of misuse of social media and fake news related to religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media;
- c) compiling effective strategies and actions to address the misuse of social media and fake news related to religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media;
- d) drafting and presentation of the Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States to prevent peddling of fake news and misuse of social media in perpetrating religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests, to a technical working group and facilitate the presentation of the Draft Regional Guidelines on the Use of Social Media at a validation workshop with Member States and relevant stakeholders; and
- e) finalising and submitting the Final Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States.

4.1.2 Geographical area to be covered

SADC is a regional inter-governmental organisation comprising 16 Southern African countries. And the consultant is expected to develop the Draft Regional Guidelines on the Use of Social Media to inform policy and legislative decisions in Member States, to prevent fake news and misuse of social media, to be used by all SADC Member States.

4.1.3 Target groups

The primary target groups for this assignment will be the Member States and the SADC Secretariat.

4.2 Specific Work

- Submit Inception Report on the development of the draft regional policy guidelines on the use of social media in SADC
- Submit Draft Report on the development of the draft regional policy guidelines on the use of social media in SADC
- Conduct a Validation Workshop and Report on the development of the draft regional policy guidelines on the use of social media in SADC
- Submit the Final Report which will be the Draft Regional Policy Guidelines on the use of Social Media in SADC

4.3 Project management

4.3.1 Responsible body

The Director of the Organ will be responsible for managing the consultancy

4.3.2 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 Consultant.

5. LOGISTICS AND TIMING

5.1 Location

The consultant will operate remotely through contacts at the SADC Secretariat in Gaborone, Botswana. All interface with the SADC Secretariat Headquarters in Gaborone, Botswana and interviews with stakeholders in Member States will be conducted virtually.

Start date & period of implementation

The intended start date is 01st September 2022 and the period of implementation of the contract will be 63 calendar days to complete.

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

Qualification and Skills

- (i) A minimum of Master's degree in Social Sciences, Communication/Mass Communication/Media Studies or related field.
- (ii) Excellent report writing, and knowledge of cultural beliefs in the region.
- (iii) Excellent knowledge of social media and fake news and well as political, social and economic dynamics in the region.
- (iv) Workshop facilitation skills.
- (v) Fluency in English (written and spoken) with excellent drafting and communication skills.

Ability to communicate in other SADC Languages will be an added advantage.

- (vi) MS Office computer package proficiency;

Specific Professional Experience

- (i) At least 5 years of experience in this field
- (ii) At least 5 years of experience in research, policy development and management;
- (iii) Previous experience working in the SADC region with information and communication agencies.
- (iv) Previous experience working with SADC Secretariat on projects.

c) General Professional Experience

- (i) At least 5 years of general professional experience in dealing with social media issues

6.1.2 Support staff & backstopping

None required.

6.2 Office accommodation

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

6.3 Facilities to be provided by the contractor

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

6.4 Equipment

None required.

7. REPORTS

7.1 Reporting requirements

The contractor will submit the following reports in English, one (1) original and one (1) copy in both hard and soft: The Reports will be submitted both in soft and hard copies to the SADC Executive Secretary.

- **Inception Report** of a maximum of 15 pages to be produced after 1 calendar week from the start of implementation. In the report the contractor shall describe e.g. the consultant's understanding of the assignment, the activities, methodology and time-frames for developing the Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States, the consultant's interpretation and comments on the terms of reference, and risks of the assignment. The contractor should proceed with their work unless the contracting authority sends comments on the inception report.

- **Draft Report** of the Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States to prevent use of fake news and misuse of social media: which is a product of research on misuse of social media and fake news related to religious extremism, terrorism, secessionism, transnational organised crime, misrepresentation, propaganda and violent anti-government demonstrations and protests; as well as the driving factors behind use of fake news and misuse of social media.
- **Report on the Validation Workshop** with Member States. The Validation Workshop Report will detail the proceedings of the workshop with Member States to review the Draft Regional Guidelines on the Use of Social Media as well as comments from Member States and outcomes of the workshop. The deadline for sending the validation report is 1 week after the Validation Workshop.
- **Final Report:** Draft Regional Guidelines on the Use of Social Media in Order to Inform Policy and Legislative Decisions in Member States to prevent use of fake news and misuse of social media, which has incorporated all comments emanating from the validation workshop and the Secretariat. The deadline for sending the revised Draft Regional Guidelines is 2 weeks after the Validation Workshop.

7.2 Submission & Approval of Reports

The indicative schedule of deliverables is provided below. Modifications may be made during the Inception Phase but this should not alter the quality of the proposal and substance of the delivery.

Key Deliverable	Indicative Date(s)	Indicative Timeline (calendar Days)
Mobilisation of experts and consultations kick-off	01 to 07 September 2022	7
Submission of Inception Report	8 September 2022	7 days after kick-off
Submission of Draft Report	29 September 2022	21 days after submission of Inception Report
Holding of Validation Workshop	6 October 2022	7 days after Draft Report
Submission of Validation Workshop Report	15 October 2022	7 days after Validation Workshop
Submission of Final Report	29 October 2022	14 days after Validation Workshop
Total Period	01 September 2022 to 28 October 2022	63 days

8. BUDGET FOR THE ASSIGNMENT AND PAYMENT TERM

The budget estimate for the duration of the project is US\$20,000.00.

The payment schedule will be as follows:

- 30%: Upon submission and acceptance of the Inception report, work plan & methodology.
- 30%: Upon submission of the Draft Report.
- 20% Upon conducting the Validation Workshop and submission of the Workshop Report.
- 20% Upon submission of the Final Report following validation

9. MONITORING AND EVALUATION

9.1 Definition of indicators

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

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

9.2 Special requirements.

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

* * *

ANNEX 2: Expression of Interest Forms

- A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT
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- B. CURRICULUM VITAE 19
- C. FINANCIAL PROPOSAL 23

COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT- **SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC**

REFERENCE NUMBER: SADC/3/5/2/239

REQUEST FOR SERVICES TITLE: **SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC** in accordance with your Request for Expression of Interests number SADC/3/5/2/239, dated 11th 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 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;*

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

e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat's financial interests; or

f) they are being currently subject to an administrative penalty.

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

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

My proposal is binding upon me for the period indicated in Paragraph 8(iii) of this Request for Expression of Interest.

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE

[insert full name]

- 1. Family name: *[insert the name]*
- 2. First names: *[insert the names in full]*
- 3. Date of birth: *[insert the date]*
- 4. Nationality: *[insert the country or countries of citizenship]*

- 5. Physical address: *[insert the physical address]*
- 6. Postal address
- 7. Phone: *[Insert Postal Address]*
- 8. E-mail: *[insert the phone and mobile no.]*
[Insert E-mail address(es)]

- 9. Education:

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

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<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/3/5/2/239 – SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC

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/3/5/2/239 - SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC

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

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

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely *the SADC Secretariat* who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the project “SADC/3/5/2/239 - SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC ” 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/3/5/2/239 - SHORT-TERM CONSULTANCY TO DEVELOP DRAFT REGIONAL POLICY GUIDELINES ON THE USE OF SOCIAL MEDIA IN SADC

- 1.5 **Project Director** means the Head – Regional Early Warning Centre (REWC) at the SADC Secretariat referred to in Annex 1 of this Contract.

Mr. Habib Kambanga
Head - Regional Early Warning Centre (REWC)
Directorate of ORGAN
Southern African Development Community (SADC)
Plot 54385 New CBD
Private Bag 0095 Gaborone,
BOTSWANA
Tel: +267 364 1602 +267 395 1863
Email: hkambanga@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 63 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 30day 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 30day 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% Upon submission and acceptance of the Inception report, work plan & methodology.
 - b) 30% Upon submission of the Draft Report.
 - c) 20% Upon conducting the Validation Workshop and submission of the Workshop Report.
 - d) 20% Upon submission of the Final Report following validation

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.