



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW

REFERENCE NUMBER: SADC/3/5/2/262

22nd September 2022

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

“CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW”

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\$9,900.00 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/3/5/2/262- CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW**” to the email address below:
cyber@sadc.int
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **12th October 2022 at 10:00 hours** local (Botswana) time
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	20
General professional experience	20
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 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 hmaripe@sadc.int

Copy to tchabwera@sadc.int and clungu@sadc.int

The closing date for receipt of request for information and clarifications shall be: **29th September 2022 @ 16:00 hours** local (Botswana) time

The closing date for responding to requests for information and clarifications shall be: **04th October 2022 @ Mid-night**

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

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Thomas Chabwera
Acting Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE

TERMS OF REFERENCE



(Global Price)

CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW

Contents

1. BACKGROUND INFORMATION	8
1.1 Partner country and procuring entity	8
1.2 Contracting authority	8
1.3 Background	8
1.4 Current situation in the Sector	9
1.5 Related programmes and other donor activities	9
2. OBJECTIVE, PURPOSE & EXPECTED RESULTS	10
2.1 Overall objective	10
2.2 Specific Objectives (Purpose)	10
2.3 Results to be achieved by the contractor	11
3. ASSUMPTIONS & RISKS	11
3.1 Assumptions underlying the project	11
3.2 Risks	11
4. SCOPE OF THE WORK	12
4.1 General	12
4.1.1 Project description	12
4.1.2 Geographical area to be covered	12
4.1.3 Target groups	12
4.2 Project management	13
4.2.1 Responsible body	13
4.2.1 Management structure	13
4.2.3 Facilities to be provided by the contracting authority and/or other parties	13
5. LOGISTICS AND TIMING	13
5.1 Location	13
5.2 Start date & period of implementation	13
6. REQUIREMENTS	14
6.1 Staff	14
6.1.1 Experts	14
6.1.2 Support staff & backstopping	15
6.2 Office accommodation	15
6.3 Facilities to be provided by the contractor	15
6.4 Equipment	15
6.5 Incidental expenditure	15
6.6 Expenditure verification	15
7. REPORTS	15
7.1 Reporting requirements	15
7.2 Submission & approval of reports	17
8. MONITORING AND EVALUATION	17
8.1 Definition of indicators	17
8.2 Special requirements	17
9. BUDGET	17

1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Southern African Development Community (SADC)

1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3 Background

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

The overarching objective of the SADC ICT Sector is to establish communications systems that are universally accessible through, affordable, efficient, resilient, high quality, modern, ubiquitous and fully integrated to meet the diverse requirements of SADC Citizens and to ensure digital inclusion and attainment of the SADC goal of regional economic integration, poverty alleviation and industrialisation. The sector also seeks to ensure that no one is left behind in terms of ICT services and therefore endeavours to heighten the implementation of regional broadband connectivity, including cross-border transmission links to promote SADC Digital Inclusion thus achieving universal and affordable connectivity to all communities irrespective of location, and promoting the uptake of ICT applications across all sectors, for improved efficiency and productivity. This would result in bridging the digital divide, regional integration and transforming the region into an information and knowledge-based economy. SADC acknowledges that ICT is a key cross-cutting enabler in addressing the challenges posed by globalisation, facilitating the regional integration agenda, and enhancing the socio-economic and political development prospects of the region.

One of the key strategic interventions stipulated in the SADC Regional Indicative Strategic Development Plan (RISDP) 2020-30 and the Digital SADC 2027 which is the ICT Chapter of the SADC Regional Infrastructure Development Master Plan (RIDMP) is the establishment of enabling policy, legal and regulatory environments and the SADC Cybercrime Model Law is one such mechanism.

1.4 Current situation in the Sector

In November 2012 the SADC region established the SADC Harmonised Cyber Security Legal and Regulatory Framework which consists of three (3) SADC Cyber Security Model Laws, namely:

- E-Commerce/E-Transaction Model Law;
- Data Protection Model Law; and
- Cybercrime Model Law.

The SADC Cyber Security Model Laws are aligned with the ITU Global Cyber Security Agenda (GCA) of 2007 and also the African Union (AU) Convention on Cyber Security and Personal Data Protection (also referred to as the Malabo Convention – June 2014). Only fourteen (14) Member States in Africa have ratified the AU Convention on Cyber security and Personal Data Protection Convention (Malabo Convention) and only five (5) (Angola, Mozambique, Mauritius, Namibia and Zambia) within SADC. Comoros has signed but is yet to ratify the Convention. Within SADC, only Mauritius has ratified the Budapest Convention while South Africa has observer status.

All Member States have either transposed the SADC e-Commerce/e-Transaction and Cybercrime Model Laws or have an existing legal framework in place. Ten (10) Member States have put into place laws on data protection. Two (2) Member States are without explicit Data Protection legislation nor constitutional protection while the remaining four (4) have official data privacy to be soon enacted.

The three SADC Model Laws were developed in 2012 and now needs modernisation to align it with current international best practices and principles. Nevertheless, local, and national context for privacy should be the primary and overarching consideration to ensure the safety and security of SADC Citizens. The SADC Data Protection Model Law is being reviewed and modernised in line with current international, continent and regional data protection best practices and guidelines. To achieve maximum impact of a regional Harmonised Cyber Security Legal and Regulatory Framework, all three (3) model laws should be simultaneously updated, as they were developed in 2012 which is ten (10) years ago. These model laws are a flagship project under the RISDP 2020/30 and the Digital SADC 2027.

1.5 Related programmes and other donor activities

Work related to this assignment would be the SADC Harmonised Cybersecurity Legal and Regulatory Framework.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The advancement of digitalisation and increased online economic and social activities, including cross-border trade, have caused the amount of cyber activity, transactions and data volumes to grow at an unprecedented rate. Cybercrime is becoming more and more prevalent even as the world moves towards digital economies. The Covid pandemic has also resulted in an increase in internet and social media traffic and usage and the exponential growth of online activity, video conferencing and e-commerce. Conversely, protection of all SADC citizens including online child protection, youths and women including the less digitally literate citizens is more essential than ever as the cyberspace can both benefit individuals or may harm them if adequate safeguards are not in place. It is therefore imperative for Member States to take necessary measures to provide sufficient safeguards to protect the rights of SADC Citizens from cyber criminals. Cybercrime legal legislation and frameworks ensure the security of individuals online and also complements citizens personal privacy and data protection. Cybercrime legislation places accountability measures for organisations and individuals and provides remedies for unauthorised, malicious and harmful use or access to citizens information or devices.

The overall objective of the consultancy is to review, revise and modernise the SADC Cybercrime Model Law in line with International, Continent and Regional Cybercrime best practices and guidelines.

2.2 Specific Objectives (Purpose)

The purpose of this contract are as follows:

- (i). Assist the SADC Secretariat to undertake a comprehensive review of the current SADC Cybercrime Model Law;
- (ii). Establish an enhanced and modern SADC Cybercrime Model Law to provide adequate safeguards to protect SADC Citizens considering the advancement of digitalisation and increased online economic and social activities;
- (iii). Empower Member States to establish a modern and forward looking national Cybercrime legal framework that is aligned to the principles of International, Continent and Regional Cybercrime best practices and guidelines;
- (iv). Recommend and where possible facilitate expeditious domestication of the SADC Cybercrime Model Law and for effective enforcement of cybercrime laws;
- (v). Review the African Union (AU) Convention on Cyber Security and Personal Data (AU Malabo Convention), Convention on Cybercrime (Budapest Convention) and other similar frameworks and recommend key requirements to enable Member States ratify them;
- (vi). Enhance the SADC Cybercrime Model Law to adapt to the ever-changing broad domain of cybercrime, evolving digital ecosystem and to the challenges of the Fourth Industrial Revolution; and
- (vii). Enhance the SADC Cybercrime Model Law by incorporating cybercrime international, regional and local best practices.

2.3 Results to be achieved by the contractor

The SADC Secretariat seeks to recruit a consultant to undertake consultancy work on the revision and modernisation of the SADC Cybercrime Model Law. In carrying out the assignment, the contractor will:

- (i). Review all existing cybercrime laws in the SADC Member States;
- (ii). Study the various cybercrime frameworks on the African continent and beyond in order to capture best practices, principles and concepts which will inform the revision and modernisation of the SADC Cybercrime Model Law;
- (iii). Propose enhancements to the existing SADC Cybercrime Model Law, inclusive of timelines for its domestication;
- (iv). Prepare the Cybercrime Guidelines for SADC which is a detailed set of best practice guidelines to assist facilitate implementation of the SADC Cybercrime Model Law. These guidelines will contain the most critical recommended actions tailored to the SADC region's landscape, to take on Cybercrime at the regional, national, and organisational levels. The Guidelines will be the region's blueprint for policy and regulatory development process, operational guidance and best practices. The guidelines will outline a practical approach to cybercrime legislation, and therefore can be used as a capacity building manual for legislative committees or other government entities in charge of developing national cybercrime laws;
- (v). Recommend capacity building initiatives to support the enforcement of cybercrime frameworks at a national level, including specialised training for legislators in charge of developing cybercrime laws, law enforcers (policy, courts personnel, attorneys, magistrates, investigators, judges, etc.), and Ministerial officials responsible for cybercrime;
- (vi). Prepare a report detailing the the findings of the research on current international best practices in Cybercrime including submission of the revised and modernised SADC Cybercrime Model Law and accompanying Cybercrime Guidelines for SADC; and
- (vii). Facilitate a Validation Workshop for the consultancy on the revision and modernisation of the SADC Cybercrime Model Law and incorporate inputs from stakeholders.

The Contractor shall comply with the latest SADC Corporate and Identity Manual.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

The Contractor shall adhere to contract implementation schedule and submit the deliverables in a timely manner.

3.2 Risks

The table below summarises key Risks associated with this Action and outlines mitigation measures that will be put in place to reduce the risks identified:

Possible risks	Risk Level (Low/ Medium/ High)	Mitigation Measures
The Contractor may propose a SADC Cybercrime Model Law which cannot be feasibly implemented	Low	The TOR selection criteria has been tailored to engage a capable consultant. In addition, the inception report and inception meeting will be used to determine proposed methodology will achieve the desired result.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The overall goal of the consultancy is to assist the SADC Secretariat with the revision and modernisation of the existing SADC Cybercrime Model Law.

The contractor is expected to undertake a desktop review of all existing cybercrime laws in the SADC Region as well as cybercrime best practice frameworks beyond the SADC region. The Contractor will then propose enhancements to the existing SADC Cybercrime Model Law and develop its implementation guidelines.

The draft Report on the enhanced SADC Cybercrime Model Law will be validated by Member States and relevant stakeholders at a Validation Workshop to be convened by the SADC Secretariat. Inputs from Validation Workshop will lead to the finalisation of the Report on the revision and Modernisation of the SADC Cybercrime Model Law.

4.1.2 Geographical area to be covered

The Contractor will undertake an assessment and revise the SADC Cybercrime Model Law. The coverage of this research is global with a focus on best practice adoption for the SADC region.

4.1.3 Target groups

In undertaking the development of the SADC Cybercrime Model Law the Contractor will work with the relevant SADC Secretariat Directorates and Units specifically the SADC Directorates of Infrastructure and the Organ on Politics, Defence and Security Affairs, Member States, SADC ICT Implementing Agencies Communications Regulators' Association of Southern Africa (CRASA), Southern African Telecommunications Association (SATA), Southern Africa Postal Operators Association (SAPOA), African Telecommunications Union (ATU), Pan African Postal Union (PAPU), International Telecommunication Union (ITU), Universal Postal Union (UPU), United Nations and other relevant bodies.

4.2 Project management

4.2.1 Responsible body

The consultancy will be managed by the ICT Division of the SADC Directorate of Infrastructure and there will be continuous engagement for the duration of the assignment.

4.2.1 Management structure

The Contractor shall report to and perform the assigned tasks under the direct supervision of the Senior Programme Officer (SPO) ICT. The Director of Infrastructure shall play an oversight role over this assignment. Both are based in Gaborone, Botswana. The SPO ICT will among other things facilitate, the Contractor's contact with key stakeholders in the region and SADC Member States for consultations and facilitate access to relevant documents and information. The deliverables will be approved by the Directorate of Infrastructure.

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

The Validation Workshop shall be a virtual event held using the Zoom Platform and hence no requirement for the Contractor to travel.

Costs related to the planning of the Validation Workshop (interpretation services) will be borne by the SADC Secretariat.

5. LOGISTICS AND TIMING

5.1 Location

This assignment is 'home-based' for the Contractor, with no travel required.

5.2 Start date & period of implementation

The intended start date is will be communicated immediately after contracting and the period of implementation of the contract will be six (6) months from this date. The actual start date will be provided in the contract.

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

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 profile. The tenderer shall submit CVs and statements of exclusivity and availability for the following:

Key Expert

Qualifications and Skills

- At least an advanced University Degree in Law, International Law, ICT Law or Legal related field, or an advanced education diploma equivalent to that of a university degree;
- Excellent organisational, time-management and planning skills;
- Ability to research, analyse and synthesize information;
- Ability to meet deadlines and work well under pressure;
- Fluent in written and spoken English. Knowledge of another SADC Official language (French and/or Portuguese) is an added advantage; and
- Excellent oral and report writing, presentation and workshop facilitation skills.

General Professional Experience

- Preferably ten (10) years but a minimum of five (5) years required of progressive professional experience and knowledge in the field of cybercrime relevant to this assignment;
- Preferably five (5) years but a minimum of three (3) years' experience working in the SADC Region and thorough knowledge of the SADC ICT Sector, its policies, strategies, programmes, legal and regulatory mechanisms; and
- Documented familiarity with the SADC Cybercrime Model Law.

Specific Professional Experience

- Proven track record of having developed, reviewed and revised legal and regulatory frameworks for an International or Regional Organisation; and
- Preferably five (5) years but a minimum of three (3) years' experience and knowledge in the issues relating to cybercrime.

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

6.1.2 Support staff & backstopping

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

6.2 Office accommodation

Office accommodation for the experts working on the contract is to be provided by the Contractor.

6.3 Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

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

Not applicable.

7. REPORTS

7.1 Reporting requirements

The Contractor will submit the following reports in English in one original copy.

Name of Report/Presentation	Content	Time of Submission
Inception Report	Outlines the proposed approach, methodology (conceptual framework), work	No later than two (2) weeks from the commencement date of the consultancy services.

	<p>plan, Risks and possible mitigation measures for conducting the assignment.</p> <p>The Inception Meeting shall be via a video conference organised by the SADC Secretariat, in consultation with the Contractor. The Inception Report shall be finalised, incorporating the comments emanating from the Inception Meeting</p>	
First Draft Report on the SADC Cybercrime Model Law	Covers activities under the Section 4, namely a report containing the results of the assessments on the SADC Cybercrime Model Law and Guidelines.	No later than four (4) months from the commencement date of the consultancy services
Second Draft and Presentation	<p>Covers activities under the Section 4 and would take on board all comments, corrections, clarifications and input received from the SADC Secretariat.</p> <p>It shall be accompanied with the submission of a Presentation. The Second Draft Report shall be presented to and discussed at a Validation Workshop organised by the SADC Secretariat and facilitated by the contractor.</p>	No later than two (2) weeks following the receipt of all comments, corrections, clarifications and input received from the SADC Secretariat
Final Report on the SADC Cybercrime Model Law and Validation Workshop Report	Shall include all the comments, corrections, clarifications and input received during the Validation Workshop.	No later than two (2) weeks following the Validation Workshop.

Payments shall be done at specific intervals upon successful submission and approval by the SADC Secretariat of each of the following deliverables as stipulated below:

Deliverable	Payment (%)
Final Inception Report	25
Second Draft Report on the SADC Cybercrime Model Law	30
Final Report on the SADC Cybercrime Model Law and Validation Workshop Report	45
Total	100

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

7.2 Submission & approval of reports

The Final Report on the SADC Cybercrime Model Law and Validation Workshop Report, referred to above, must be submitted to the Project Manager identified in the contract. The Project Manager is the Senior Programme Officer ICT responsible for recommendation of the deliverables mentioned in Section 7 above, for Management decision.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The following are the key deliverables and indicators for the successful completion of this assignment:

- Submission of Inception Report and convening of Inception Meeting between SADC Secretariat and the Contractor;
- Submission of Final Inception Report;
- Submission of the Second Draft Report on the SADC Cybercrime Model Law;
- Submission of Final Report on the SADC Cybercrime Model Law; and
- Submission of Validation Workshop Report.

8.2 Special requirements

As indicted in Section 7 the following special requirements are to be fulfilled:

- Inception Report shall outline the proposed approach, methodology (conceptual framework), work plan, Risks and possible mitigation measures for conducting the assignment. This will be finalised based on inputs from the Inception Meeting to be held virtually and to be facilitated by the SADC Secretariat;
- Validation Workshop Report shall document the meeting proceedings; and
- Facilitation and Rapporteurship (Validation Workshop to be convened by SADC Secretariat).

9. BUDGET

The maximum budget for the assignment is **USD\$9,900.00** (Nine Thousand Nine Hundred United States Dollars) inclusive of 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	21
C.	FINANCIAL PROPOSAL	25

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

REFERENCE NUMBER: **SADC/3/5/2/262**

CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/262**, dated **22nd September 2022** 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'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 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:</i> <i>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:</i> <i>Address of the company:</i> <i>Phone:</i> <i>Fax:</i> <i>Email:</i> <i>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:</i> <i>Beneficiary of the Assignment:</i> <i>Brief description of the Assignment:</i> <i>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 FOR THE REVIEW AND MODERNISATION OF THE
SADC CYBER CRIME MODEL LAW

REFERENCE NUMBER: SADC/3/5/2/262

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 FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW** and reflected as such in Annex 2 of this Contract.
- 1.3 **Day** means a calendar day excluding Saturdays, Sundays and Public Holidays in Botswana.
- 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/3/5/2/262-CONSULTANCY FOR THE REVIEW AND MODERNISATION OF THE SADC CYBER CRIME MODEL LAW**

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 *six(6) 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 one (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.

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:

Payments shall be done at specific intervals upon successful submission and approval by the SADC Secretariat of each of the following deliverables as stipulated below:

Deliverable	Payment (%)
Final Inception Report	25
Second Draft Report on the SADC Cybercrime Model Law	30
Final Report on the SADC Cybercrime Model Law and Validation Workshop Report	45
Total	100

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..

