



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS

REFERENCE NUMBER: SADC/3/5/2/251

30th January 2023

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

“CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS”

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. **Individual Consultants and Firms 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 total maximum budget for this contract is **US\$ 27,000.00 (@ US\$3,000.00 per case study for the nine (9) case studies)**. 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.

- Proposals should be clearly marked “**REFERENCE NUMBER: SADC/3/5/2/251 - CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS**” and uploaded to the link below:

Link:

<https://collab.sadc.int/s/t2PAm9fByWnFH5w>

- The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **21st February 2023 by midnight local (Botswana) time**
- Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	30
General professional experience	10
Specific professional experience	60
Total	100

Technical Evaluation

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

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: $\text{Financial score} = (\text{lowest total fees} / \text{total fees of the tender being considered}) \times 100$.

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**

- 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 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 date of the last signature of the contract.
10. Additional requests for information and clarifications can be made until the **8th February 2023, 16:00 hours**, prior to deadline indicated in the paragraph 6 above, from:

The Closing date for responses to requests for clarification shall be: **10th February 2023, by midnight**, Local Botswana Time.

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Thomas Cahbwera

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

Fax: **3972848**

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

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

Responses to bidders' requests for clarification shall 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,



Thomas Chabwera
Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC
FOUNDERS

SADC/3/5/2/251

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1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Southern African Development Community (SADC)

1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3 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.

From 1977, active consultations were undertaken by representatives of Angola, Botswana, Lesotho, Mozambique, Eswatini, United Republic of Tanzania and Zambia, working together as Frontline States. Southern African Development Co-ordination Conference (SADCC-precursor to SADC) was officially formed on 1 April, 1980 comprising all the majority ruled states of Southern Africa, Angola, Botswana, Lesotho, Malawi, Mozambique, Eswatini, Zambia and Zimbabwe. The Heads of States and government of the Frontline States and representatives of the governments of Lesotho, Malawi, and Eswatini signed the Lusaka Declaration “Towards Economic Liberation” in Lusaka, Zambia and thus SADCC was born.

In 2019, the SADC Secretariat commissioned a Consultancy to enable the development and finalization of a Mechanism that designed to facilitate the recognition of and honour the Founders of SADC for their contribution to the formation of SADC and subsequent pursuance of a solid regional integration agenda. The Mechanism in Honour of the Founders of SADC was approved by Summit in August 2020.

The aim of the Mechanism in honour of SADC Founders is to increase the level of SADC citizens’ awareness on the history of the liberation of Southern Africa, cooperation and regional integration, as well as to recognize the contribution by Founders of SADC to the SADC. The SADC Founders include, Presidents Julius Nyerere of Tanzania, Kenneth Kaunda of Zambia, King Sobhuza II of Eswatini, Seretse Khama of Botswana, António Agostinho Neto of Angola, Robert Gabriel Mugabe of Zimbabwe, Samora Machel of Mozambique, Dr Kamuzu Banda of Malawi and King Moshoeshoe II of Lesotho.

1.4 Current situation in the sector – N/A

1.5 Related programmes and other donor activities

There have been several case studies or researches on the SADC Founders which have been conducted in the past. However, this is the first time that the Secretariat will conduct a research on all nine (9) SADC Founders.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the project of which this contract will be a part is as follows:

To enhance awareness of SADC citizens, through evidence-based research, of the historical genesis and process of regional integration and the pivotal role played by Founders of SADC.

2.2 Purpose (Specific Objective)

The purpose of this contract is as follows:

- (i). Conduct a detailed research on the full history of the Founders and the roles they played in the liberation of Southern Africa, and the establishment SADC;

- (ii). Submit a case study on the biographies of the Founders, their roles, achievements, impactful speeches and quotes;
- (iii). Carry out research projects on the preservation of the SADC Founders' heritage; and Publish a compendium which will be used to raise awareness among SADC citizen, in particular the youth regarding the history and Founders of the SADC, and doing so preserve their legacy.

2.3 Results to be achieved by the contractor

- (i) An Inception Report;
- (ii) Individual Nine (9) SADC Founders Reports, with national validation reports (case study); and
- (iii) A Consolidated Report.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

- i) The roles, contributions and legacies of the SADC Founders in the liberation and regional integration of the Southern Africa are a well-researched thematic area in the region; and
- ii) SADC Member States will support and provide the consultant with the necessary inputs to complete the assignment.

3.2 Risks

Some SADC Member States (where the SADC Founders do not originate from) may not fully contribute to the research study.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The purpose of the research (case studies) is to honour SADC Founders, which will serve to increase SADC citizens' awareness of the history of the liberation of Southern Africa, regional cooperation and regional integration, as well as to recognize the pioneering contribution of the Founders of SADC. The Founders of the SADC are; Presidents Julius Nyerere of the United Republic of Tanzania, Kenneth Kaunda of Zambia, King Sobhuza II of Eswatini, Seretse Khama of Botswana, António Agostinho Neto of Angola, Robert Gabriel Mugabe of Zimbabwe, Samora Machel of Mozambique, Dr Kamuzu Banda of Malawi and King Moshoeshe II of Lesotho.

The consultant or service provider will conduct a research on the history of the Founders and the roles they played in the liberation of Southern Africa, and the establishment of SADC.

4.1.2 Geographical area to be covered

A specific focus will be on the nine (9) SADC Founders for their roles, contributions and legacies in the SADC Member States.

4.1.3 Target groups

The primary target groups for this assignment will be the SADC Secretariat and SADC Member States (research institutions, academics...).

4.2 Specific work

- (i) Produce an Inception Report presenting understating of the ToRs, methodology, expected deliverables and timelines, and articulating the structure of the individual reports as well as the consolidated report;

- (ii) As part of the methodology, conduct a desk review of the available literature on the various Founders of SADC;
- (iii) Obtain detailed information on each SADC Founder in consultation with their respective Member States and families (where feasible);
- (iv) Engage individual Member States and secure their inputs in this exercise;
- (v) Analyse documents on the Founders of SADC, and documents from other Organization, such as the African Union, in order to establish a comprehensive history; and
- (vi) Propose cost effective and impactful options for the dissemination of the published researches on the Founders of SADC.

The SADC Secretariat shall facilitate the establishment of a panel of experts in each Member State through the SADC National Contact Point (NCP) to review the respective case study on their founding Father. The NCP or her/his designee shall coordinate the validation meeting of each country report, before its submission to the Secretariat for quality controls and publication into a consolidated volume.

4.3 Project management

4.3.1 Responsible body

The Consultant shall be responsible to the Executive Secretary of SADC Secretariat through the Director - Organ on Politics, Defence and Security Affairs, who shall be responsible for the day to day supervision of the project.

4.3.2 Management structure

The consultancy falls within the Directorate of Organ on Politics, Defence and Security Affairs. The Mediation and Peace Building Officer will oversee the work of the consultants on a daily basis for the duration of the project.

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

The consultant will operate remotely through contacts at the SADC Secretariat in Gaborone, Botswana. Due to the COVID 19 pandemic, the SADC Secretariat will not provide any facilities or equipment to be utilised by the Consultant.

5 LOGISTICS AND TIMING

5.1 Location

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

5.2 Start date & period of implementation

The intended start date is February 2023 and the period of implementation of the contract will be 90 Calendar Days from this date. Please see Article 2 of the specific contract for the actual start date and period of implementation.

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.

6.1.2 The Expert

The Expert will have a crucial role in implementing the contract. The contracting authority is indicating an absolute minimum input in terms of related qualifications and experience for the expert required for this project.

The following will be required from the Expert

Qualifications and skills

- (i) A minimum of a Master Degree in either, political science, social science, development studies, and international relations or any related field;
and
- (ii) Excellent communication and presentation skills; and
- (iii) Fluency in one of the SADC official languages.

General professional experience

- (i) Knowledge of the history of liberation struggles and political movements in the SADC Region.
- (ii) Minimum of seven (7) years general professional experience required

Specific professional experience

- (i) Proven track record in research, writing skills and publication; and
- (ii) Proven experience in working on the Southern Africa sub-region will be an added advantage.
- (iii) Minimum of 10 years specific professional experience required

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

6.2 Office accommodation

The consultant will operate remotely through contacts at the SADC Secretariat in Gaborone, Botswana. Facilities to be provided by the contractor.

6.3 Facilities to be provided by the contractor – Not applicable or required for this project

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 or required for this project

6.6 Expenditure verification – Not Applicable or required for this project

7 REPORTS

7.1 Reporting requirements

Progress reports must be prepared during the period of implementation of the tasks. There must be a final report, a final invoice at the end of the period of implementation of the tasks. The draft final report must be submitted at least 15 days before the end of the period of implementation of the tasks.

7.2 Submission and approval of reports

Copies of the reports referred to above must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

The Consultant shall consolidate the information from the National Validation Meetings and submit a final draft composed of all the profiles of the Founding Fathers, to the SADC Secretariat.

The expected duration for the entire project, with the nine case studies finalized, is three (3) months.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of the key expert above, the contractor shall provide the following reports:

1. Inception report;
2. Draft individual case studies (with National Validation Reports);
3. Final consolidated case study

The Consultant shall produce:

Name of report	Content	Time of submission
Inception report	Analysis of existing situation, work plan for the project, initial findings and progress in collecting data (maximum of 10 pages).	No later than five (5) days after the start of implementation. The consultant should not proceed with their work unless SADC sends comments on the inception report.
Draft case studies	The consultancy findings should be documented in a form of policy briefs that elaborates on the roles, contributions and legacies of the SADC Founders.	No later than 10 days after consultants have received the Inception reports back from SADC.
Final draft case study	The draft report (case study) for each SADC Founder shall be discussed during a virtual National Validation Meeting Chaired by the NCP or by their Designee.	No later than seven (7) days after the case studies have been finalised.
Final consolidated case study	The consolidated report shall contain the sufficiently detailed nine (9) policy briefs that document case studies on the roles, contributions and legacies of the SADC Founders in Southern Africa.	Within seven (7) days of receiving comments during the National Validation Meeting.

The budget set for the consultancy is as follows:

- i) The total budget for the 9 case studies is **USD 27,000.00**

- ii) The payment schedule will be as follows:
 - o 10% of the contract value upon submission and acceptance of the Inception report;
 - o 40% of the contract value upon submission and acceptance of the Draft case studies;
 - o 50% of the contract value upon submission and acceptance of the Final consolidated case study

8. MONITORING AND EVALUATION

8.1 Definition of indicators – Not Applicable

8.2 Special requirements

a) Methodology

The methodology is left out for the researcher to indicate the methodological approach that they propose in order to achieve the objectives of the research in line with the ToRs and explain the relevance of the methodological approach to resolve the research problem, bearing in mind that the research data collection will be conducted remotely.

b) National Validation Meetings

After the preliminary review by the SADC Secretariat to ensure quality controls, the draft report for each country shall be tabled before a virtual National Validation Meeting Chaired by the NCP or by their Designee. The purposes of the virtual validation meeting are to ensure that the content of the report is consensus-based and incorporates the relevant varied perspectives relating to the achievements of the Founding Fathers.

c) Gender Mainstreaming

The SADC Secretariat particularly encourages applications from female candidates

9 Estimated Maximum Budget

The maximum available budget is **USD27,000.00** and it covers all costs. Payments will be performance based (upon submission of deliverables)

* * *

ANNEX 2: Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT14
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A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

REFERENCE NUMBER: SADC/3/5/2/251

CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/251**, dated 25th January 2023 for the sum of **(Insert Amount)**. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *does* include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

My proposal is binding upon me for the period indicated in Paragraph 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 13 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

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

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

- 9. Education:

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

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

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

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

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

[insert the details]

19. Statement:

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

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

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

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC
FOUNDERS

REFERENCE NUMBER: SADC/3/5/2/251

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

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: SADC/3/5/2/251

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.

Contract Value means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests for the project- **SADC/3/5/2/251 - CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS.**

1.2 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.

Individual Consultant means the individual to whom the Procuring Entity has awarded this Contract following the Request for Expression for the project

SADC/3/5/2/251 -CONSULTANCY TO CONDUCT RESEARCH ABOUT THE NINE (9) SADC FOUNDERS.

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

1.5 **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:

1.6 **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.

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 **3 months** from the date of entry into force of the Contract.

2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract, shall expire after all the outputs stated in Annex 1 have been delivered.

3. The Services

The Individual Consultant shall undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall, in the performance of the Services, exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

4. Payment

4.1 For the Services to be undertaken under this Contract, the Individual Consultant shall be paid a total amount of **United States Dollars (US Dollars)**

.....) fixed cost, in accordance with the provisions of Annex 2 to this Contract.

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

5. Status of the Individual Consultant

- 5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.
- 5.2 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this Contract. Such costs shall be assumed included in the Individual Consultant's fees.

6. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity, he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

7. Compliance with this Contract

- 7.1 The Procuring Entity shall be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this Contract, and for a period

of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this.

7.2 The Procuring Entity may delay or withhold payments in the event of non-compliance.

8. Assignment and Subcontracting

8.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part, share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

8.2 When the Project Director agrees that the activities under the Contract can be performed by a third party, the third party involved in the delivery of services in this Contract, shall be under the direct control of the Individual Consultant. The Procuring Entity shall not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

9. Breach of the Terms

In the event of a breach of any Terms of the Contract, the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

10. Liability of the Individual Consultant

10.1 The Procuring Entity shall be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this Contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.

10.2 In view of the reliance by the Procuring Entity set out in 10.1 above, the Individual Consultant agrees to indemnify at his own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this Contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the Contract Value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
 - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform her obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 10.3 At his own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the Services in the event of the Individual Consultant's failure to perform his obligations under the Contract.
- 10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which he expresses a serious reservation.

11. Insurance

- 11.1 The Individual Consultant shall ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 11.2 The cost of such insurances shall be covered from reimbursable expenses of the Contract.
- 11.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
- 11.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which the Procuring Entity shall be entitled to take out insurance itself to cover any potential

liability to its own Procuring Entity in relation to the performance of the Services under this Contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

- 11.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this Contract.

12. Copyright

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

- 12.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this Contract and, without prejudice to the generality of Clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

13. Non-Disclosure and Confidentiality

- 13.1 The Individual Consultant shall treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.

- 13.2 If the Individual Consultant violates clause 13.1, then he shall automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Individual Consultant in relation to the Procuring Entity.

14. Suspension or Termination

- 14.1 In response to any factors out of the control of Procuring Entity, and/or to breaches of Contract by the Individual Consultant, the Procuring Entity may at any time, by giving 30 Days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 14.3 below. If such suspension continues for a period in excess of 30 Days, then either Party may terminate this Contract forthwith by giving 30 Days written notice to the other.
- 14.2 The Individual Consultant may terminate this Contract at any time, if, after giving the Procuring Entity thirty (30) Days written notice of a material breach of the Contract, the Procuring Entity does not rectify such material breach within the said thirty (30) Days of receipt of the notice or such other period as may be agreed.
- 14.3 In the event of early termination of the Contract under Clauses 14.1 and 14.2, the Individual Consultant shall be entitled to a proportion of the fees payable for that part of the Services carried and approved by the Procuring Entity up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

15. Waiver

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorised officer of the Procuring Entity, shall in any way affect or prejudice the rights of the Procuring Entity or be taken as a waiver of any of these terms.

16. Variations

Any variation to these terms or the provisions of the Annexes shall be subject to a written Addendum and be signed by duly authorised signatories on behalf of the Individual Consultant and the Procuring Entity respectively.

17. Governing law

- 17.1 This contract shall be governed by, and shall be construed in accordance, with the Botswana law.

17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.

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

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

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

18. Privileges and Immunities

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

19. Entire Agreement

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

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

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

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

Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount exceeding the ceiling of **Thousand United States Dollars (US Dollars**), which shall be considered as the Contract Value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.

2. The breakdown of prices is as follows:

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

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

- 10% of the contract value upon submission and acceptance of the Inception report;
- 40% of the contract value upon submission and acceptance of the Draft case studies; and
- 50% of the contract value upon submission and acceptance of the Final consolidated case study.

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.