



## **REQUEST FOR EXPRESSION OF INTEREST**

### **SELECTION OF AN INDIVIDUAL CONSULTANT**

#### **CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS**

**REFERENCE NUMBER: SADC/3/5/2/281**

**6<sup>th</sup> February 2023**

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

**“CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS”**

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 from the SADC Region 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\$ **35,000.00**, inclusive of professional fees and reimbursable expenses. Proposals exceeding this budget will not be accepted.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the

supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/281 “CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHeld BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS”**” to the submission link: <https://collab.sadc.int/s/sNm8cozaS4Lj8Sq> by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: Friday 27<sup>th</sup> February 2023 by midnight local (Botswana) time.
7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualifications and skills	30
General professional experience	10
Specific professional experience	60
<b>Total</b>	<b>100</b>

#### Technical Evaluation

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

#### Financial evaluation

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

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

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

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

(i) **PRICES:**

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

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

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

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

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

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

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

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

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

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

The Procuring entity: **SADC Secretariat**

Contact person: Mr Thomas Chabwera

Telephone: **3951863**

E-mail: [tenders@sadc.int](mailto:tenders@sadc.int) and [yphillip@sadc.int](mailto:yphillip@sadc.int); [mmafiri@sadc.int](mailto:mmafiri@sadc.int)

Copy to [tchabwera@sadc.int](mailto:tchabwera@sadc.int) ;

The closing date for receipt of requests for information and clarification shall be; **15<sup>th</sup> February 2023 at 16:30 hours'** local time Botswana.

The closing date for responding to requests for information and clarifications shall be; **17<sup>th</sup> February 2023, by midnight'** local time Botswana.

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

**ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Expression of Interest Forms**

**ANNEX 3: Standard Contract for Individual Consultants**

Sincerely,



---

**Name:** Mr. Thomas Chabwera

**Title:** Head of Procurement Unit

**ANNEX 1: TERMS OF REFERENCE  
TERMS OF REFERENCE**



**(Global Price)**

**CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY  
FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD  
BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF  
COMMON FOREIGN POLICY POSITIONS**

**TERMS OF REFERENCE FOR THE RECRUITMENT OF A CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS**

<b>1. BACKGROUND INFORMATION.....</b>	<b>8</b>
1.1. Partner Country and Procuring Entity.....	8
1.2. Contracting Authority.....	8
1.3. Regional Background.....	8
1.4. Current Situation in the Sector.....	9
<b>2. OBJECTIVES, PURPOSE &amp; EXPECTED RESULTS .....</b>	<b>11</b>
2.1. Overall Objective.....	11
2.2. Purpose.....	<b>Error! Bookmark not defined.</b>
2.3. Expected Results .....	11
<b>3. ASSUMPTIONS AND RISKS .....</b>	<b>12</b>
3.1. Assumptions Underlying the Project.....	12
3.2. Risks and Challenges.....	12
<b>4. SCOPE OF THE WORK .....</b>	<b>12</b>
4.1. General Work .....	12
4.2. Specific Work .....	12
4.3. Geographical Area .....	13
4.4. Target Groups .....	13
4.5. Project Management .....	13
<b>5. LOGISTICS AND TIMING.....</b>	<b>13</b>
5.1. Location.....	13
5.2. Start Date and Period of Implementation of Tasks .....	13
<b>6. REQUIREMENTS .....</b>	<b>14</b>
6.1. Staff.....	14
6.2. Qualifications and Skills .....	14
6.4. General Professional Experience .....	14
6.4. Specific Professional Experience .....	14
<b>7. OFFICE ACCOMODATION .....</b>	<b>14</b>
<b>8. FACILITIES TO BE PROVIDED BY THE CONSULTANT.....</b>	<b>14</b>
<b>9. EQUIPMENT.....</b>	<b>15</b>
<b>10. REPORTS.....</b>	<b>15</b>
7.1. Reporting Requirements .....	15
7.2. Submission and Approval of Reports .....	15
<b>11. MONITORING AND EVALUATION.....</b>	<b>15</b>
8.1. Definition of Indicators.....	15
8.2. Special requirements.....	15
<b>12. BUDGET .....</b>	<b>15</b>

## **1. BACKGROUND INFORMATION**

### **1.1 Partner Country and Procuring Entity**

Southern African Development Community (SADC) Region.

### **1.2 Contracting Authority**

SADC Secretariat

### **1.3 Regional Background**

The Southern African Development Community (SADC) is a Regional Economic Community (REC) comprising 16 Member States, namely: Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, United Republic of Tanzania, Zambia, Zimbabwe. RECs are closely integrated with the African Union's work and serve as its building blocks. The SADC Member States aim to further socio-economic, political, and security cooperation among each other and foster regional integration in order to achieve peace, stability, and wealth. Due to the economic challenges posed by the COVID-19 pandemic, the Region has in the recent past experienced GDP growth contraction of 4.8 per cent in 2020, which is a slight 2.1 per cent growth from 2019.

Through history, the journey towards the attainment of the SADC's Vision, Mission, and Common Agenda has demanded periodic reviews of regional strategic plans, including the Regional Indicative Strategic Development Plan (RISDP) and the Strategic Indicative Plan for the Organ on Politics, Defence, and Security Cooperation (SIPO). The RISDP serves as a comprehensive development and implementation framework that has guided the integration agenda of SADC since 2005. The objective of SIPO is to create a peaceful and stable political and security environment through which the region can realise its objectives of socio-economic development, poverty eradication, and regional integration. It was revised in 2012, to address several new challenges facing the region, including piracy, climate change, human trafficking, and illegal immigration. These development frameworks have been pivotal in guiding implementation of the integration agenda and the realisation of the Community's objectives as enshrined in the SADC Treaty.

Also, in 1996, SADC created the Organ on Politics, Defence and Security; an institutional framework for coordinating policies and activities on politics, defence, and security. However, the Organ operated without a legal framework and clear objectives until SADC passed the Protocol on Politics, Defence and Security Cooperation in August 2001. This Protocol establishes the objectives of the Organ on Politics, Defence and Security, namely: promoting peace and security across Southern Africa, protecting the region's people from instability due to the breakdown of law and order, developing a common foreign policy throughout the region, and cooperating on matters related to security and defence. The Protocol also provides guidelines for the Organ's jurisdiction, methods and procedures, and relationship with international agreements.



Of late, the SADC Summit of Heads of State and Government (Summit) approved the SADC Vision 2050 and the Regional Indicative Strategic Development Plan (RISDP) 2020-30 in August 2020. The SADC Vision 2050 envisions a peaceful, inclusive, competitive middle-to-high-income and industrialised SADC Region, where all citizens enjoy sustainable economic well-being, justice and freedom. The RISDP 2020-30 is SADC's key regional instrument aimed at operationalising the Vision 2050.

The RISDP is based on a firm foundation of Peace, Security and Good Governance, and is premised on three important Pillars; namely: Industrial Development and Market Integration, Infrastructure Development in Support of Regional Integration, and Social and Human Capital Development. In this respect, the RISDP 2020-2030 is regarded as a strategic framework developed to steer the formulation, design and implementation of regional policies to achieve the desired sustainable and inclusive socio-economic development, through good governance and durable peace and security in the region as well as promoting and facilitating deeper integration. This requires a need to promote and strengthen high-level political cooperation amongst the Member States, in pursuit of the development of a SADC foreign policy framework which clearly defines common values to be upheld by all Member States and reflect a cohesive strategy in cooperating with its international partners, multilateral organisations and the Regional Economic Communities (RECs).

This assignment is co-ordinated by the Politics and Diplomacy Sector which is located in the Directorate of the Organ on Politics, Defence and Security Affairs at the SADC Secretariat. Below is a brief overview of the current situational context in the Sector.

#### **1.4 Current Situation in the Sector**

Maintenance of unanimity by the SADC is not a new phenomenon. In the early 1990s, the Region actively and practically involved in the global campaign to end apartheid in South Africa. The culmination of the regional pressure led to the collapse of the apartheid system and the independence of Namibia (1990) and South Africa (1994). The Sector continues to contribute to the achievement of unwavering regional solidarity and unity among the SADC Member States, wherein, the Region has continued to speak with one voice on continental and global issues. Amongst others, the Region stood together in addressing the political situation and security situations in the Democratic Republic of Congo, Kingdoms of Eswatini and Lesotho, and the Republic of Mozambique. In the context of the DRC and Mozambique, SADC went beyond diplomatic engagements to deploy military personnel with an offensive mandate to engage terrorist insurgents in both countries. In this regard, it is important to note that the military deployments were and are based on clear, predictable and formal frameworks such as the SADC Mutual Defence Pact and the Memorandum of Understanding Establishing the SADC Standby Force.

Apart from the SADC Treaty, the main normative framework governing the sector is the Protocol on Politics, Defence and Security Co-operation (the Protocol) which was adopted by the SADC Heads of State and Government in 2001. The Protocol

commits SADC\_Member States to the promotion of political co-operation and the evolution of common political values. Key to this assignment is article 2(2)(c) which further commits Member States to the development of “common foreign policy approaches on issues of mutual concern and advance such policy collectively in international fora.” The operations of these aspirations and objectives are centred on the Inter-State Politics and Diplomacy Committee (ISPDC) which is comprised of ministers responsible for foreign affairs from each SADC Member State.

To date, the Sector contributed to ensuring that the Region deals well with much of the political and security challenges in its Member States without much outside assistance and or interference.

SADC Member States consult extensively with each other in the context of the ISPDC and within the broader mandate of the Ministerial Committee of the Organ (MCO). Through these structures, SADC has historically moved as one voice regarding external relations/foreign affairs, as and when such matters arise. These matters include SADC positions on the operations, structures and reforms at the African Union and the United Nations; the application of the principles of self-determination (especially in the context of decolonisation) and non-alignment; the imposition of sanctions against fellow Member States; unconstitutional changes of government; mutual defence enforcement initiatives in the area of conflict and peace-keeping; and other matters of common concern. In addition, SADC has adopted initiatives to preserve its collective history and legacy.

For example, as part of preserving the history of the Southern Africa Liberation Struggles, the English, French and Portuguese Language Editions of the Hashim Mbita Publication have been produced and are being distributed to all SADC Member States. The translation of the Kiswahili Language edition will commence in January 2023 and the production of a documentary on Hashim Mbita Publication will commence in 2023/2024 Financial Year. However, all these non-military/security common initiatives have been premised upon the goodwill amongst the Member States, and applied in an *ad hoc* manner as and when issues emerge, and without a formal framework for a SADC Foreign Policy.

To this end, and based on objective 2(2)(c) of the Protocol, the RISDP 2020-2030 mandates the Organ Directorate to develop a SADC foreign policy framework, defining common values to be upheld by all Member States and guiding adoption of common foreign policy positions; to be presented for approval by the Ministerial Committee of the Organ (MCO). It is foreseen that the adherence and implementation of RISDP 2020-2030 strategies and policy aspirations will contribute to tenets of the consolidation of democracy and good governance, as well as the promotion of increasing cooperation in the SADC Region. The economic attractiveness and the endured stability, international partners have intensified political and economic efforts to cooperate with the Region. In this respect, it is therefore imperative for the Region to develop and adopt a foreign policy framework.

The framework will be an opportunity for the Region to consolidate current and previous ad hoc approaches to its external policies and initiatives and further

provide a clear, organised, formal, and predictable institutional approach to SADC's relations with other nations, regional and multilateral organisations.

## **2. OBJECTIVES, PURPOSE AND EXPECTED RESULTS**

### **2.1 Overall Objectives**

The assignment is expected to deliver on the following key aspects and tasks:

- (i) Define the core principles, elements, aims, objectives, procedures, roles and responsibilities for a SADC Foreign Policy Framework;
- (ii) Identify critical areas of potential strategic engagements and cooperation with other RECs in Africa and abroad, and with the African Union and multilateral organisations such as the United Nations and the World Trade Organisation, etc.;
- (iii) Identify potential opportunities, threats, and key emerging issues that have an impact on, and may shape the proposed SADC Foreign Policy Framework;
- (iv) Align the Foreign Policy Framework with the SADC Treaty, Protocol on Politics, Defence and Security Co-operation, related SADC legal and policy frameworks, such as the RISDP 2020-30 SADC Vision 2050;
- (v) Produce a Foreign Policy Framework that is cognisant of SADC's economic diplomacy and socio-economic development initiatives which are a sub-set of general foreign policy; and
- (vi) Set out Guidelines for implementing the proposed SADC Foreign Policy Framework.

### **2.2 Purpose**

Purpose of this ToR is to recruit a Consultant to develop a SADC Foreign Policy Framework, that amongst others, is guided by the following:

- (i) Draft SADC Foreign Policy Framework;
- (ii) Set Out general and specific objectives;
- (iii) Draft strategies of common interest to SADC Member States, which will spearhead the Organizations foreign policies;
- (iv) Draft strategies that promote continuous interstate political and economic cooperation in the Region;
- (v) Ensure the draft policy is aligned to RISDP 2020-30 and the operationalisation of the SADC Vision 2050
- (vi) that these strategies are based on the core objectives of SADC and are likely to obtain general consensus by these sovereign Member States; and
- (vii) Define coherent and effective guidelines in the SADC's position and approach with other RECs and strategic international partners and competitors.

### **2.3 Expected Results**

The Consultancy is expected to deliver on the following:

- (i) Provide a comprehensive document, rich in substance and clear in its SADC Foreign Policy Framework and notable pillars, which reflects the strategic objectives of SADC region;
- (ii) Policy framework to provide guidance on the promotion of interstate political and economic cooperation amongst the SADC Member States.
- (iii) Provide a proposed outline of the proposed general and specific objectives, as well as the purpose thereof;
- (iv) Provide guidelines and implementation plan at the international, continental, regional and national levels;
- (v) Develop a Draft Implementation Plan; and
- (vi) Provide a proposed Results-based monitoring and evaluation and performance indicators of implementation.

### **3. ASSUMPTIONS AND RISKS**

#### **3.1 Assumptions Underlying the Project**

- (i) Once the policy is adopted, SADC will work jointly with Member States to incorporate the approved SADC Foreign Policy Framework in their current foreign policy frameworks.

#### **3.2 Risks and Challenges**

- (i) The strategic framework informing RISDP 2020–2030 includes a commitment to upholding the core principles of the Community, namely, the sovereign equality of all Member States. The assignment pre-supposes that all Member States will support the initiative, approve the Draft Foreign Policy Framework, and implement it. Regional consensus for the adoption of the policy may be a challenge, however, this may be mitigated through extensive Government stakeholder consultations by both the consultant and SADC management prior to the presentation of the framework at the MCO.

### **4. SCOPE OF THE WORK**

#### **4.1 General Work**

- (i) Through intense evidence-based research, provide a draft SADC Foreign Policy Framework that has critical pillars of strategic foreign policy vision and objectives for the Region, taking into consideration the SADC Treaty, RISDP 2020-30 and the operationalisation of the SADC Vision 2050, as well as other concomitant key SADC documents. This is to ensure that the draft policy gains traction and consensus by Member States.

#### **4.2 Specific Work**

- (i) Draft the SADC Foreign Policy Framework, Defining Common Values to be Upheld by All Member States and Guiding the Adoption of Common Foreign Policy Positions.

### **4.3 Geographical Area**

- (i) The offices of the SADC National Contact Points (NCPs) at the SADC Region's Foreign Affairs Ministries should be leveraged to provide access to research and consultations with key policy stakeholders.

### **4.4 Target Groups**

- (i) Ministries of Foreign Affairs of SADC;
- (ii) SADC NCPs;
- (iii) Seasoned diplomats and relevant practitioners;
- (iv) Scholars and academia;
- (v) AU RECs;
- (vi) Relevant SADC-based think-tanks, Civil Society Organisations and Non-Governmental Organisations; and
- (vii) Former Executives of the SADC Secretariat.

### **4.5 Project Management**

- (i) **Responsible body** - Politics and Diplomacy Sector within the Organ Directorate will be responsible for managing the Consultancy. Payments for the project will be done through relevant Politics and Diplomacy's Member State Budget Line;
- (ii) **Management structure** - Organ Directorate will be the management structure, contracting authority inclusive of all decision-making processes. The Consultancy firm shall report to, and perform the assigned tasks under the guidance and direct supervision of the Senior Officer: Politics and Diplomacy; and
- (iii) **Geographical area to be covered** - SADC Region and Africa continent, where necessary.

## **5. LOGISTICS AND TIMING**

### **5.1 Location**

- (i) The consultant will conduct face-to-face contact with selected stakeholders and the Secretariat, of which the Director Organ and the ES are critical; and
- (ii) The consultant will also conduct virtual engagements and email messaging with selected stakeholders.

### **5.2 Start Date and Period of Implementation of Tasks**

- (i) Research and drafting is expected to commence on 1 April 2023 until 31 December 2023.

## **6. REQUIREMENTS**

### **6.1 Single Consultant**

- (i) **Recruitment of a single source consultant strictly from the SADC Region only**, to Draft the SADC Foreign Policy Framework, Defining Common Values to be Upheld by All Member States and Guiding the Adoption of Common Foreign Policy Positions

### **6.2 Qualifications and Skills**

- (i) Must have a Master's Degree in international Relations, International Political Economy, Political Science, related Social Sciences or Law.

### **6.3 General Professional Experience**

- (i) Must have a minimum of 10-years' experience in policy design, evaluation, implementation and monitoring; and

### **6.4 Specific Professional Experience**

- (i) At least 15-years professional experience in the areas of International Relations/Foreign Policy, International Political Economy;
- (ii) At least 10-years hands-on experience in foreign affairs/international relations at national or regional level in any SADC Member State or at the African Union or United Nations levels;
- (iii) Well versed in the field of foreign policy framework analysis;
- (iv) Familiar with the structures and operations of SADC;
- (v) Familiar with the SADC's foreign engagement posture;
- (vi) Familiar with current economic developments, security and politics in the SADC Region;
- (vii) Knowledgeable about the SADC's founding documents, RISDP 2020-30 and the operationalisation of the SADC Vision 2050;
- (viii) Excellent communication and presentation skills - Consultant must be able to speak fluently and write professionally in at least one of the SADC official languages;
- (ix) Be a citizen of any SADC Member States; and
- (x) Possess good research and analytical skills.

## **7. OFFICE ACCOMODATION**

- (i) The Consultant shall not be allocated any office space.

## **8. FACILITIES TO BE PROVIDED BY THE CONSULTANT**

- (i) The Consult is expected to have tools for conducting the research and analysis, and drafting the proposed policy framework. The SADC Secretariat will facilitate access to strategic documents at the SADC-HQ in Gaborone, Botswana.

## **9. EQUIPMENT**

Amongst others, the following equipment is required

- (i) High Speed Laptop
- (ii) Stable internet connection
- (iii) Cellphone with WhatsApp connectivity
- (iv) Key SADC documents
- (v) Stationery

## **10. REPORTS**

### **10.1 Reporting Requirements**

- (ii) The Consultant will work under the overall supervision of the Organ Directorate; and
- (iii) Correspondences with the SADC Secretariat will be done on face to face basis, through emails and phone calls.

### **10.2 Submission and Approval of Reports**

- (i) Hard copy and soft copy of the draft SADC Foreign Policy Framework will be handed over to the Organ Directorate / Politics and Diplomacy Sector to facilitate review, validation and approval.

## **11. MONITORING AND EVALUATION**

### **2.2 Definition of Indicators**

- (i) The Consultant shall be required to ensure that reporting is done against measurable indicators and the objectives set out in this ToR.

### **Special Requirements**

- (i) The Consultant shall declare any potential conflict of interest between the provision of the requested services, and other activities in which, a member of their consortium or group (s), or any expert proposed in their offer is engaged.

## **12. BUDGET**

- (i) The Consultant's total cost shall be covered by the relevant Politics and Diplomacy's Member State Budget Line; and
- (ii) The proposal should include a detailed budget breakdown.

## ANNEX 2: Expression of Interest Forms

A.	COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT	
	17	
B.	CURRICULUM VITAE	19
C.	FINANCIAL PROPOSAL	23



**COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT-  
CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING  
COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE  
ADOPTION OF COMMON FOREIGN POLICY POSITIONS**

REFERENCE NUMBER: SADC/3/5/2/281

**REQUEST FOR SERVICES TITLE: CONSULTANCY TO DEVELOP THE SADC FOREIGN  
POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER  
STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS** in accordance with your Request for Expression of Interests number SADC/3/5/2/281, dated 13<sup>th</sup> January 2023 for the sum of USD \$..... [.....dollars<sup>1</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

- a) *they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;*
- b) *they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*

---

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

- 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 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>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month]</i>	<i>[indicate the country]</i>	<b>Name of the Company:</b> <b>Address of the company:</b>	<i>[indicate the exact name and title and if]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

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

**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 above<sup>1</sup>, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

\_\_\_\_\_ Date: \_\_\_\_\_

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

---

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

---

**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER: SADC/3/5/2/281 – CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS**

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

---

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

## ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

---



## STANDARD TERMS OF CONTRACT

(Individual Consultant)

**REFERENCE NUMBER: SADC/3/5/2/281 - CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS**

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

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

**and, on the other hand,**

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

### 1. Definitions

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

- 1.1 **Procuring Entity** means the legally entity, namely *the SADC Secretariat* who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the project “**SADC/3/5/2/281 - CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS**” and reflected as such in the Annex 2 of this contract.

- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest SADC/3/5/2/281 - **CONSULTANCY TO DEVELOP THE SADC FOREIGN POLICY FRAMEWORK, DEFINING COMMON VALUES TO BE UPHELD BY ALL MEMBER STATES AND GUIDING THE ADOPTION OF COMMON FOREIGN POLICY POSITIONS.**
- 1.5 **Project Director** means the Coordinator – Support to Peace and Security in the SADC Region Project at the SADC Secretariat referred to in Annex 1 of this Contract.

Dr. Kondwani Chirambo  
Coordinator – SPSS and Acting Senior Officer – Politics and  
Diplomacy  
Directorate of ORGAN  
Southern African Development Community (SADC)  
Plot 54385 New CBD  
Private Bag 0095 Gaborone,  
BOTSWANA  
Tel: +267 364 1974 +267 395 1863  
Email: [kchirambo@sadc.int](mailto:kchirambo@sadc.int)

- 1.6 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

## 2. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect on the date of its last signature by either of the parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.2 The duration of contract is 90 calendar days as per the provisions in Annex 1.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 have been delivered.

## 3. The Services

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

#### **4. Payment**

- 4.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2 to this Contract.
- 4.2 The Individual Consultant shall be paid a total amount of **US\$** ( .....**United State Dollars only**), in accordance with the provisions of Annex 2 to this Contract.
- 4.3 Payment shall be made to the Individual Consultant in US dollars unless otherwise provided for under this Contract.
- 4.4 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of their receipt by the Project Director, subject to the Individual Consultant's having complied with his obligations hereunder in full as stated in the Annex 2 to this Contract.
- 4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

#### **5. Status of the Individual Consultant**

- 5.1 For the duration of the Contract, the Individual Consultant will have a status of an independent contractor in his relationship with the Procuring Entity under this Contract.
- 5.2 The Procuring Entity will endeavor to assist, where possible, the Individual Consultant in obtaining visas, work permits and to meet other legal requirements to enable the performance of services, when necessary.
- 5.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 5.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

#### **6. Supervision of the Services**

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

## **7. Compliance with this contract**

The Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

## **8. Assignment and Subcontracting**

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

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

## **9. Breach of the Terms**

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

## **10. Liability of the Individual Consultant**

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

10.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

10.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.

10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

## **11. Insurance**

11.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.

11.2 The cost of such insurances will be covered from reimbursable expenses of the contract.

11.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

11.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

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

## **12. Copyright**

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

The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

## **13. Non - Disclosure & Confidentiality**

- 13.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
- 13.2 If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

## **14. Suspension or Termination**

- 14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4

below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

## **15. No Waiver**

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

## **16. Variations**

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

## **17. Jurisdiction**

This contract shall be governed by, and shall be construed in accordance with Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts in regard to any claim or matter arising under this contract.

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

- 17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.
- 17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

**18. Privileges and Immunities**

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

**19. Entire Agreement**

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

The following Annexes are integral part of this Contract:

*Annex 1: Terms of Reference*

*Annex 2: Payment Schedule and Requirements*

Signed in four (4) originals in the English language by:

For the Procuring Entity		For the Individual Consultant	
<b>Name :</b>	<b>Dr Thembinkosi Mhlongo</b>	<b>Name :</b>	
<b>Position :</b>	<b>Deputy Executive Secretary- Regional Integration</b>		
<b>Place :</b>	<b>Gaborone</b>	<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	
<b>Signature:</b>		<b>Signature:</b>	



***Annex 1: Terms of Reference***

*[insert the Terms of Reference]*

## ***Annex 2: Payment Schedule and Requirements***

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars *[insert amount]*, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
2. The breakdown of prices is:

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

3. The payment shall be made in accordance with the following schedule:
  - a) 20% of the contract price shall be paid upon submission of an acceptable Inception report;
  - b) 60% of the contract price shall be paid upon submission of an acceptable draft report.
  - c) 20% of the contract price shall be paid upon submission of an acceptable final report and upon approval by the Management.

**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.

---

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