



**REQUEST FOR EXPRESSION OF INTEREST**

**SELECTION OF AN INDIVIDUAL CONSULTANT**

**CONSULTANCY TO PRODUCE A DOCUMENTARY  
ON HASHIM MBITA PUBLICATION'S SOUTHERN  
AFRICAN LIBERATIONS STRUGGLE**

**REFERENCE NUMBER: SADC/3/5/2/292**

**25<sup>th</sup> May 2023**

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

**“CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION’S SOUTHERN AFRICAN LIBERATIONS STRUGGLE”**

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\$ 95,503.00**. 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/3/5/2/292 “CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION’S SOUTHERN AFRICAN LIBERATIONS STRUGGLE”** to the submission link: <https://collab.sadc.int/s/fEyjtPHeP6GxjeY> by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **Thursday 15<sup>th</sup> June 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:  $\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100$

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

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

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; **31<sup>st</sup> May 2023 at 16:00 hours'** local time Botswana.

The closing date for responding to requests for information and clarifications shall be; **2<sup>nd</sup> June 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



(Global Price)

**CONSULTANCY TO PRODUCE A DOCUMENTARY ON  
HASHIM MBITA PUBLICATION'S SOUTHERN AFRICAN  
LIBERATIONS STRUGGLE**

**TERMS OF REFERENCE FOR THE RECRUITMENT OF A CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S SOUTHERN AFRICAN LIBERATIONS STRUGGLE**

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## **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, United Republic of Tanzania, Zambia and 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 to achieve peace, stability, and economic development.

Through history, the 1960s were the best of times for the fifteen countries in Africa that achieved political emancipation from colonial rule in sub-Saharan Africa following Ghana that had achieved its independence in 1957. By the end of the 1960s, most of them had gained independence from their colonial powers through peaceful means. In Southern Africa, these countries included the Democratic Republic of the Congo 1960, Madagascar 1960, United Republic of Tanzania (URT) born in 1964 out of union of Tanganyika and Zanzibar, which received independence from Britain in 1961 and 1963 respectively. They were followed by Zambia 1964, Malawi 1964, Botswana 1964, Lesotho 1966, Swaziland (now Eswatini) 1968, and Mauritius 1968. The Portuguese colonies of Angola and Mozambique (and Guinea Bissau and Sao Tome) were yet to be free. So were, Namibia, Rhodesia, and the Apartheid South Africa.

The blood that was shed in the SADC Region and watered the trees of freedom began to sprout with the liberation of Angola and Mozambique in 1974/5. They were followed by Zimbabwe in 1980 and Namibia in 1990.

In 1994, South Africa became the last country on the African continent to be liberated from colonialism and apartheid. That victory ended the many years of exploitation, oppression, degradation, untold suffering and humiliation of African people. In order to ensure that the present and future generations do not forget the sacrifices made by the millions of their forefathers and mothers in the liberation struggle, the SADC Summit held in Port Louis, Mauritius in 2004, approved a Research Project to document the liberation struggles in southern Africa, and to publish the documents from that research in a series of books.

The workshop to launch the Hashim Mbita Research Project (commonly known as the Hashim Mbita Publication) that was held in Dar es Salaam, in the URT, from 1-6 August 2005. The workshop brought together two scholars/ researchers from



each SADC Member State to discuss and agree upon the method and strategy to implement the decision of the Summit.

The Hashim Mbita Research Project was led by its patron, the late Brigadier-General Hashim Mbita of the URT. Professor Arnold Temu of the URT served as its Project Manager with Professor Joel das Neves Tembe of the Republic of Mozambique as his Deputy. The research was conducted by indigenous African scholars and researchers from SADC Member States to assert the ownership, independence, and integrity of the initiative. The Hashim Mbita Publication was launched at the SADC Summit of Heads of State and Government on 17 August 2014 in Victoria Falls, in the Republic of Zimbabwe. On 30 January 2016, the publication was also presented to the Assembly of the African Union in Addis Ababa, Ethiopia.

#### **1.4 Current Situation in the Politics and Diplomacy Sector**

Politics and Diplomacy Sector continues to contribute to the achievement of 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 combat acts of terrorism, violent extremism and insurgency 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 Politics and Diplomacy 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) for 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 has 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 peacekeeping; 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 Struggle, the English, French and Portuguese Language Editions of the Hashim Mbita Publication have been produced and are being distributed to all SADC Member States. In line with the SADC Council of Ministers meeting held in Lilongwe, Malawi on 18-19 March 2022, the translation, printing and delivery of the Hashim Mbita Publication KiSwahili Language edition; as well as the production of a documentary on Hashim Mbita Publication will commence in the Financial Year 2023/2024.

The Hashim Mbita publication has 9 volumes which constitute a comprehensive record of liberation struggle in southern Africa. It is a helpful publication designed to assist the present and future generations to remember the sacrifices made by millions of their forefathers and mothers in the liberation struggles. The 9 volumes of the Hashim Mbita Publication are divided as follows;

- (i) Vol.1: Introduction.
- (ii) Vol. 2: Liberation War Countries.
- (iii) Vol.3: Namibia.
- (iv) Vol.4: Liberation War Countries (continued).
- (v) Vol.5: Liberation War Countries (continued) & Frontline States.
- (vi) Vol.6: Frontline States (continued).
- (vii) Vol.7: Frontline States (continued) & Extension Countries.
- (viii) Vol.8: Countries and Regions Outside SADC.
- (ix) Vol. 9: Countries and Regions Outside SADC & International Organizations.

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

### **2.1 Overall Objectives**

- (i) Produce five (5) series of documentary videos that are aligned to the key themes contained in the nine volumes of the Hashim Mbita Publication (**The “Southern African National Liberation Struggles”**) in four working languages of SADC, namely, English, French, Portuguese and KiSwahili. The series of video documentaries should also be aligned to the SADC’s Commemoration of the Southern Africa Liberation Day, which is celebrated annually on 23rd March to remember and honour the gallant sons and daughters who paid the ultimate price fighting for political liberation and freedom in southern Africa.
- (ii) Demonstrate through the documentary video series the essence and impact, challenges, and success stories of the Southern African Liberation Struggle, which led to the end of the colonial rule and the dismantling of the apartheid

regime in the early 1990s as well as end of oppression, economic exploitation and political exclusion.

- (iii) Conduct Regional interviews with influential Southern African National Liberation Struggle war veterans, former Presidents, identified likeminded politicians, researchers, think tanks and academia.
- (iv) Collect archival video and digital footage and catalogued data existing in the SADC Secretariat and in Member States.
- (v) The documentary video should aim to raise awareness to the entire SADC Region and beyond about the availability and relevance of the Hashim Mbita Publication.
- (vi) The series of video documentaries should highlight how the liberation struggle has inspired the SADC regional integration, cooperation and socio-economic development in the context of the SADC Vision 2050 and the SADC Regional Indicative Strategic Development Plan (RISDP) 2020-2030, which is guiding the strategic direction of the Region.
- (vii) The series of the video documentaries should demonstrate basic understanding and analysis of the historical context and benefits of the Liberation Struggles for the southern Africa as contained in the Hashim Mbita publication.

## 2.2 Purpose

The purpose of this ToR is to *Recruit a Consultant to Produce a Series of Video Documentaries on the Hashim Mbita Publication's Southern African Liberation Struggles*, that amongst others should capture the following:

- (i) Key and salient messages and themes of the *Hashim Mbita Publication the Southern African Liberation Struggles*.
- (ii) Awareness raising of the *Hashim Mbita Publication's Southern African Liberation Struggle*; and its impact in the context of the SADC regional development, cooperation and development.
- (iii) Lasting education that promotes and deepens continuous political cooperation and Regional Integration amongst Member States.

## 2.3 Expected Results

The Consultant shall do the following:

- (i) Pursuant to the above-mentioned objectives and purpose, the Consultant shall produce five (5) series of documentary videos based on the key themes of the Hashim Mbita Publication (The “**Southern African National Liberation Struggles**”) in English, French, Portuguese and KiSwahili.

- (ii) Produce well researched, summarised, interactive and engaging documentary video series cognisant of the SADC Secretariat's branding guidelines in compliance with the provisions stipulated in the SADC Corporate Identity Manual.
- (iii) The Consultant shall work closely with the Communication and Public Relations Unit and the Directorate of the Organ on Politics, Defence and Security Affairs at the SADC Secretariat throughout the whole production process to build the concept, storyline/script and ultimately, documentary video on the Hashim Mbita Publication's Southern African Liberation Struggle.
- (iv) Where necessary, engage with **Mkuki Na Nyota Publishers** who have already researched, translated, printed and delivered the 9 Volumes of the Hashim Mbita Publication into English, French and Portuguese languages.
- (v) The Consultant shall produce and translate an inception report, shooting script, editing scripts and storyboard for each of the series of the proposed video documentaries and these shall be approved by the SADC Secretariat.
- (vi) Submit three (3) copies of each video documentary series on the *Hashim Mbita Publication's Southern African Liberation Struggles* to the SADC Secretariat in high resolution quality within 30 working days (Excludes weekends), once cleared by the SADC Secretariat.
- (vii) The duration of each of the video documentaries shall not be more than 15 minutes. The actual duration of the videos will be determined during the inception stage as some of the themes and key messages in the Hashim Mbita Publications may vary from each other.
- (viii) The video documentaries shall be produced in all requested digital publishing formats ranging from low resolution to the highest resolution (at least High and shall be suitable for broadcasting at national TVs).
- (ix) Each storage device (external drives etc) shall contain one documentary in all SADC official languages of English, French, KiSwahili and Portuguese.
- (x) All shooting material shall be handed over to the client in the highest video quality and stored on appropriate and user-friendly media including external hard drives.

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

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

- (i) SADC Secretariat and the Consultant will engage constantly, as and when necessary, during the development and production of the series of documentaries.

- (ii) The Consultant will be expected to travel across the SADC Region to gather relevant material for the documentaries.

### **3.2 Risks and Challenges**

- (i) The consultant should consider and balance the likelihood of lack of cooperation from some stakeholders during the interviews.
- (ii) Biased storytelling and information sharing on the role played by each Member State during the Southern African Liberation Struggle, particularly from the founding Member States.

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

### **4.1 General Work**

- (i) Undertake specific travels to identified countries to conduct interviews and video shoots of identified subjects.
- (ii) In line with the content of the 9 volumes of the Hashim Mbita Publication, interact and film the local communities who have been impacted to get context.
- (iii) Present draft series of the video documentary (rough cut) to the SADC Secretariat for review and feedback within 30 days of shooting and editing.
- (iv) Produce the FINAL series of video documentaries and a promotional trailer.

### **4.2 Specific Work**

- (i) In line with the 9 volumes of the Hashim Mbita Publication, *Produce* five (5) series of video documentaries of the Hashim Mbita's *Southern African Liberation Struggles* of not more than 15 minutes each in English, French, KiSwahili and Portuguese, based on the key themes and messages from the publications.
- (ii) Produce the promotional trailer to promote the final series of video documentaries in English, French, KiSwahili and Portuguese.
- (iii) Once the final five (5) series of video documentaries are adopted by the SADC Secretariat, they will be shared with Member States through various platforms as determined by the SADC Secretariat.
- (iv) Develop and implement a marketing and promotional plan to raise awareness of the final series of video documentaries, including the production of the promotional trailer.

### **4.3 Geographical Area to be Covered**

- (i) The offices of the SADC National Contact Points (NCPs) at the SADC Region's Foreign Affairs Ministries should be leveraged when Regional travels are undertaken.

#### **4.4 Target Groups to be interviewed.**

**The Consultant will interview the following groups of people, among others;**

- (i) Former Presidents.
- (ii) Leaders of Liberation Movements.
- (iii) SADC's Panel of Elders (PoE).
- (iv) Former Executive Secretaries of SADC.
- (v) Mkuki Na Nyota Publishers.
- (vi) Think Tanks, scholars, researchers, and members of the academia.

#### **4.5 Project Management**

- (i) **Responsible body** – This Consultancy shall be managed by the Organ on Politics, Defence and Security Affairs at the SADC Secretariat through the Politics and Diplomacy Sector. The Communication and Public Relations Unit will work jointly with Politics and Diplomacy Sector to oversee the effective execution and delivery of the assignment in line with the required minimum standards set out in the SADC Corporate Identity Manual and Communication, Awareness and Visibility Strategy.
- (ii) **Management structure** - This Consultancy shall report directly to the Senior Officer: Politics and Diplomacy in the Organ Directorate, who shall be responsible for the decision-making processes pertaining to this assignment.
- (iii) **Geographical area to be covered** – this assignment will be undertaken within SADC Region.

### **5. LOGISTICS AND TIMING**

#### **5.1 Location**

- (i) The Consultant will conduct face-to-face contact with the target groups listed above in 4.4, CPRU and the Secretariat, of which the Director Organ and the ES are critical.
- (ii) The Consultant will engage the target groups virtually and through other electronic means, including emails.

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

- (i) The assignment will commence immediately upon the acceptance of the Offer Letter by the Consultant and upon the issuance of the Purchase Order.
- (ii) The assignment shall be completed within a period of nine (9) months.

## **6. REQUIREMENTS**

### **6.1 Single Consultant**

- (i) **Recruitment of a single consultant strictly from the SADC Region only, to Produce a series of Documentaries of the Hashim Mbita's Southern African Liberation Struggles Of not more than 15 minute each and a promotional trailer.**

### **6.2 Qualifications and Skills**

The consultant/consultancy firm shall have:

- (i) The Lead Consultant must possess at least a Bachelor's Degree in Multi-Media Studies, Film Production, Mass Communications, or equivalent; A Masters degree in the above fields will be an added advantage.
- (ii) Possess skills in videography, film or television production (filming).
- (iii) Possess skills in pre-production (planning, research and script writing), post-production (editing, colour grading and visual effects).
- (iv) Be familiar with the current political, security and economic developments in the context of liberation history in the SADC Region.
- (v) Be conversant with the political history of the Southern African region leading to the independence of southern African states.
- (vi) Be knowledgeable about the SADC's founding documents, the SADC Treaty, SADC Protocols and strategic documents including the SADC Regional Indicative Strategic Development Plan RISDP 2020-2030 and the operationalisation of the SADC Vision 2050.
- (vii) Be a citizen of any SADC Member States.

### **6.3 General Professional Experience**

- (i) Must have a minimum of 10-years' experience as a Video Production Expert or working in a similar project.
- (ii) Must have a minimum of 10-years' demonstrable experience in film or television production.

### **6.4 Specific Professional Experience**

- (i) Extensive experience in conducting and producing relevant videography assignments that involves video interviews and field work.
- (ii) Experience in working with local and international organisations. Previous work experience working with the SADC Secretariat and Member States will be an added advantage.
- (iii) Basic knowledge of the 9 volumes of the Hashim Mbita Publication's Southern African National Liberation Struggles.
- (iv) Excellent technical capacities (state of art filming equipment preferably High Definition) to ensure smooth and high-quality production.
- (v) Familiarity with the political current contexts, strategic objectives, and documents of the SADC Region together with its Mission, Vision and objectives.
- (vi) Excellent communication and presentation skills – the lead consultant must be able to speak fluently and write in at least one of the SADC official languages (English, French, KiSwahili, and Portuguese).
- (vii) Good analytical, writing and research skills.
- (viii) The consultant will be required to produce samples and evidence of similar assignment undertaken in the last five years.

## **7. OFFICE ACCOMODATION**

- (i) The Consultant shall not be allocated office space at the SADC Secretariat.

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

- (i) The consultancy shall provide ALL film equipment and expertise.
- (ii) Should there be a need, the SADC Secretariat will facilitate access to strategic documents and relevant archived video, clips, electronic pictures etc. at the SADC-Headquarters in Gaborone, Botswana.
- (iii) Where applicable, the SADC Secretariat will assist to facilitate the interviews and meetings with the target groups through the relevant structures in the Member States.

## **9. CONSULTANT'S EQUIPMENT AND FACILITIES**

- (i) Broadcasting, film/video, television production equipment.
- (ii) High Speed Laptop.
- (iii) Stable internet connection.
- (iv) Stable mobile phone connectivity, including WhatsApp.
- (v) Email address.
- (vi) Key SADC documents.



- (vii) Stationery.

## **10. REPORTS**

### **10.1 Reporting Requirements**

- (i) The Consultant will work under the overall supervision of the Directorate of the Organ on Politics, Defence and Security Affairs and work closely with the Communications and Public Relations Unit at the SADC Secretariat.
- (ii) The Consultant will report progress of the project through monthly meetings which shall be conducted face-to-face or virtually as the case may be.
- (iii) Correspondences with the SADC Secretariat will be done on face-to-face basis, emails, phone calls and other electronic communication means.

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

- (i) The Directorate of the Organ, CPRU and the Office of the Executive Secretary and the Deputy Executive Secretaries shall approve the FINAL SERIES of video documentaries which will be distributed to all Member States in the four SADC's official languages.

## **11. MONITORING AND EVALUATION**

### **11.1 Definition of Indicators**

- (i) The consultancy firm will be required to ensure that reporting is done against measurable indicators and the objectives set out in these ToRs.

### **11.2 Special Requirements**

- (i) Company profile.
- (ii) Expression of Interest.
- (iii) Technical and financial proposal for the assignment.
- (iv) Work plan including proposed roadmap.
- (v) CV of the Lead Consultant and the team to undertake the assignment.
- (vi) Samples of previous work done by the consultant which are similar to this assignment.
- (vii) 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. DELIVERABLES AND TIMELINES FOR CONSULTANCY**

The Table below lists the required project reports and deliverables with timeframes for the development of the video documentary series.

<b>Deliverable</b>	<b>Timeframe</b>
Inception Report	Month 1
Storylines/Storyboards	Month 1
Shooting scripts	Month 2
Editing scripts	Month 3
Interviews	Month 3
Rough cuts with guide voice over	Month 3
Fine cuts with refined narration	Month 6
Handover of the final products and materials to the client and final report	Month 6

## ANNEX 2: Expression of Interest Forms

- A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT  
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COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT-  
CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S  
LIBERATION STRUGGLE

REFERENCE NUMBER: SADC/3/5/2/292

REQUEST FOR SERVICES TITLE: CONSULTANCY TO PRODUCE A DOCUMENTARY ON  
HASHIM MBITA PUBLICATION'S LIBERATION STRUGGLE

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for **CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S LIBERATION STRUGGLE** in accordance with your Request for Expression of Interests number SADC/3/5/2/292, dated 25<sup>th</sup> May 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);*
- 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;*

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

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

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

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

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

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

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

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

Yours sincerely,

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

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

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**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*

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<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.*

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**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER: SADC/3/5/2/292 – CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S LIBERATION STRUGGLE**

<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: \_\_\_\_\_

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<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

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/292 - CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S LIBERATION STRUGGLE

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's 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/3/5/2/292 - CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S LIBERATION STRUGGLE" 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/3/5/2/292 - CONSULTANCY TO PRODUCE A DOCUMENTARY ON HASHIM MBITA PUBLICATION'S LIBERATION STRUGGLE.

- 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	
Name :		Name :	
Position :			
Place :		Place :	
Date:		Date :	
Signature:		Signature:	

*Annex 1: Terms of Reference*

*[insert the Terms of Reference]*

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

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

<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.

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