



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

**CONSULTANCY TO DEVELOP A SYLLABUS AND
COURSE MODULES FOR TRAINING INVESTIGATIONS
OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE
SADC REGION**

REFERENCE NUMBER: SADC/3/5/2/291

13th June 2023

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

“CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION”

The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

2. **Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:**

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

3. The maximum budget for this contract is **US\$18,000.00 inclusive of all 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 uploaded as a single folder to the link below clearly marked “REFERENCE NUMBER: SADC/3/5/2/291 - “CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION”

<https://collab.sadc.int/s/37ja95yEjKtcXat>

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **4th July 2023 by midnight local (Botswana) time**
7. Your CV will be evaluated against the following criteria.

Category	Maximum Score
Qualifications and skills	30
Specific Professional Experience	60
General Skills	10
Total	100

Technical Evaluation

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

Financial evaluation

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

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

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

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

(i) PRICES:

The financial proposal shall be in **United States Dollars** and inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) EVALUATION AND AWARD OF THE CONTRACT:

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

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

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

(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 written requests for information and clarifications can be made until **20th June 2023, 16:00hrs (Local Botswana Time)**, prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Thomas Chabwera

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

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

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

Responses to the questions received will be shared with bidders, all questions received as well as the answer(s) to those will be posted on the SADC Secretariat's website by the **23rd June 2023, by midnight**, before the deadline for submission of the proposals.

ANNEXES:

ANNEX 1: Terms of Reference
ANNEX 2: Expression of Interest Forms
ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Thomas Chabwera
Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR
TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN
THE SADC REGION”**

SADC/3/5/2/291

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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

SADC is a regional inter-governmental organisation comprising 16 Southern African countries, headquartered in Gaborone, Botswana. SADC's mission is to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, deeper co-operation and integration, good governance, and durable peace and security; so that the region emerges as a competitive and effective player in international relations and the world economy. The SADC Programme of Action is outlined in the Organisation's Regional Indicative Strategic Development Plan (RISDP-2020-2030).

The SADC Protocol on Corruption adopted by Heads of State at their Summit in 2001 is the incarnation of regional efforts to collaboratively address the threat that corruption poses. The Protocol entered into force in July 2005. Article 11 of the SADC protocol provided for the establishment of an Anti-Corruption Committee consisting of State Parties to the protocol to oversee its implementation. The SADC Anti-Corruption Committee is implementing the SADC Anti-Corruption Strategic and Action for 2023-2027 which defined strategic priorities for action aligned to the objectives of the SADC Protocol.

The strategic actions in the plan includes the implementation the standardized regional anti-corruption curriculum which was approved by the Ministerial Committee of the Organ in July 2021. The implementation of the curriculum is being guided by an implementation model which was approved by the Ministerial Committee of the Organ in July 2022. The first step is development of syllabi and modules for the curriculum. For this phase syllabus and modules for corruption investigations have been prioritized.

1.4 Current situation in the sector

Anti-corruption Agencies in the SADC region and beyond are the fundamental institutional structures through which National anti-corruption efforts are undertaken. They are also at the forefront of regional cooperation efforts in fighting corruption. Training Anti-Corruption personnel is crucial to enhancing efforts to combat corruption effectively. Most Anti-Corruption Agencies within the region and beyond recruit officers that have not gone through specialized Anti-corruption training. This is attributable to a range a factors which include the absence institutional structures that offer specialized Anti-corruption training. This is further exacerbated by absence of regionally defined standards of Anti-Corruption training.

The development a curriculum standard for the region was part of SADC regional anti-corruption efforts to improve the training of Anti-Corruption Officers. The Curriculum was approved by the Ministerial Committee of the Organ in July 2022. The next step is to develop syllabi for each of the four functions viz: Investigations, Prosecution, Corruption Prevention and Public Education. Raising the standards of Training of anti-corruption officers within the SADC region has also the potential to contribute to combating corruption effectively and enhancing effective regional cooperation in addressing corruption.

1.5 Related programmes and other donor activities – N/A

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the assignment is to develop a syllabus and course modules for the training of investigations officers in the Anti-Corruption agencies in the SADC Region. The syllabus and course modules will be developed based on the curriculum design which was approved by the Ministerial Committee of the Organ in 2021. The development of the syllabus and course modules is intended among others to provide further guidance on the specific standards and content that investigation officers at various levels should be taught to improve the quality and effectiveness of their work. The syllabus and course modules will be developed covering three levels viz: Basic, intermediate and advanced.

2.2 Specific Objectives

The specific objectives of the consultancy is to:

- i. Develop a syllabus to be used for training of Investigations officers in SADC Anti-corruption agencies using the curriculum design which was approved by the Ministerial Committee of the Organ in 2021 as the guiding framework. The syllabus will prescribe the course name, course aim, course descriptor, course learning outcomes, and specific modules to be taught as the building blocks of the course. The syllabus will indicate the *number of modules to be covered, the sequence of modules, duration for each module (minimum number of hours to complete the module), module outlines, suggested prerequisites for learners, and a description of how the certification will be awarded.*
- ii. Develop specific Modules as part of the syllabus development, for training of Investigations officers in SADC Anti-corruption agencies that will prescribe content to be taught at basic, intermediate and advanced. Each module will highlight: *Module name, Module aim, Module descriptor, Suggested prerequisites for learners, Learning outcomes, Teaching methods, Teaching and Learning Activities, Indicative*

content (topics and subtopics to be covered), Assessment methods and Required learning resources.

- iii. Validate the Syllabus and the course modules with Member States at a virtual meeting to be organized with support from the Secretariat.

2.3 Results to be achieved by the consultant

The consultant is expected to achieve the following results:

- **Result 1:** Reviewed approved curriculum design for the investigations function which will provide the basis for developing the syllabus and modules. Engaged the Member States - to provide any training content that they may already have on some of the topics in the modules proposed in the Standardized Regional Anti-Corruption Curriculum design to be adapted for use at the regional level.
- **Result 2:** Developed modules for the syllabus for the investigations function in consultation with focal persons appointed by Anti-Corruption agencies in SADC Member States.
- **Result 3:** Facilitated validation workshop with a cross section of participants from Member States and incorporated comments from the Member States
- **Result 4:** Submitted report on the proceedings of the validation meeting and a final document with Modules and syllabfor the investigations function.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

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

3.2 Risks

- Slow responses from Member States in providing inputs required by for this assignment may delay completion of the assignment leading to possible time overruns.; and

4. SCOPE OF THE WORK

4.1 General Description of the assignment (Project Description)

- a) Prepare an Inception Report that will provide an outline of the work plan. The inception report will indicate the consultant's understanding of the assignment, the activities, methodology and timeframes for developing the syllabus and modules

for the investigations function, risks of the assignment, the consultant's interpretation and comments on the terms of reference.

- b) Undertake consultations with Member States with support from the SADC Secretariat in the process of developing the syllabus and the Modules. These will be done remotely (virtually)
- c) Develop and submit the draft syllabus and the modules for the investigations function.
- d) Facilitate and present the proposed draft syllabus and the modules at a virtual validation meeting with Member States to be organized and attended by participants from Member States.
- e) Consolidate inputs from Member States and submit a final document of the syllabus and modules.

4.1.2 Geographical area to be covered

SADC is a regional inter-governmental organisation comprising 16 Southern African countries, headquartered in Gaborone, Botswana. The Community's sixteen-member countries are *Republics of Angola, Botswana, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Zambia and Zimbabwe, Democratic Republic of Congo (DRC), United Republic of Tanzania, Union of Comoros and the Kingdoms of Eswatini and Lesotho*. The Modules and syllabus for the investigations function is meant to cater for all these Member States in the SADC Region.

4.1.3 Target groups

The primary target groups for this assignment will be the SADC member states, specifically Anti-Corruption agencies in the SADC Region.

4.2 Specific work

The proposed sequence for the consultancy is as follows;

- (a) Prepare and Submit an Inception Report.
- (b) Undertake consultations with Member States with support from the SADC Secretariat in the process of developing the syllabus and the Modules.
- (c) Develop and submit the draft syllabus and modules for the investigations function.

- (d) Validate the the draft syllabus and the modules for the investigations function at a virtual meeting with member states.
- (e) Prepare and submit a report of the validation meeting, capturing the proceedings of the meeting; and
- (f) Submit the final syllabus and modules for the investigations function.

4.3 Project management

4.3.1 Responsible body

The Consultancy will be managed by the Senior Officer Public Security in the Directorate of the Organ on Politics, Defence and Security Affairs.

4.3.2 Management structure

The Consultant shall report to the Senior Officer-Public Security and perform the assigned tasks under the guidance and direct supervision of the Senior Officer.

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

The SADC Secretariat will not provide any facilities or equipment to be utilised by the Consultant as the exercise is considered “home-base”.

The SADC Secretariat will convene the virtual validation meeting, while the Consultant will be expected to facilitate sessions and capture inputs from Member States and stakeholders. Costs related to the planning of the validation workshop (translation and interpretation) will be borne by the SADC Secretariat.

5.LOGISTICS AND TIMING

5.1 Location

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

5.2 Start date & period of implementation of tasks

The indicative start date is the 1st August 2023. The duration of the project shall be forty (35) calendar days.

6.REQUIREMENTS

6.1 Key expert

Qualification and Skills

- a) At least Masters University degree, in any of the following disciplines: *law, social science, criminology, law enforcement or any other related field*;
- b) Excellent report writing skills,
- c) Good command of English (written and spoken)

General professional experience

- d) At least ten (10) years professional experience and knowledge in law enforcement training.
- e) experience or in the SADC Region will be an added advantage.

Specific professional experience

- a) At least 10 years of practical experience and knowledge in anti-corruption work particularly corruption investigations or forensic/cyber and/or financial investigations.
- b) Proven experience and knowledge in the development of training curricula and materials especially in corruption investigations or related issues,
- c) Experience in facilitation/coordination of training in law enforcement particularly in the area of corruption investigations will be an added advantage;

6.2 Office Accomodation

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

6.3 Facilities to be provided to the consultant

The SADC Secretariat will provide information and contact details of key partners and stakeholders in Member States.

6.4 Equipment

Not required.

6.5 Incidental Expenditure

Not applicable.

6.6 Expenditure Verification

Not applicable.

7 REPORTS

7.1 Reporting requirements

The consultant will submit the following reports via email on the date as agreed during the Inception process:

- **Inception Report** of maximum 15 pages to be produced not later than 2 weeks from the commencement of the contract. In the report the contractor shall describe e.g. the consultant understanding of the assignment, the activities, methodology and timeframes for developing the Syllabus and course modules, the consultant's interpretation and comments on the terms of reference, risks of the assignment. The report shall be reviewed and discussed with Sub sub Committee of the SADC Anti-

Corruption sub committee at a virtual meeting to be convened by the SADC Secretariat. The contractor shall proceed with their work after addressing the comments from the meeting.

- **Develop and submit draft syllabus and course modules:** To be submitted not later than 4 weeks after approval of inception report. The syllabus will indicate the number of modules to be covered, the sequence of modules, duration for each module (minimum number of hours to complete the module), module outlines, suggested prerequisites for learners, and a description of how the certification will be awarded. Each module will highlight: Module name, Module aim, Module descriptor, Suggested prerequisites for learners, Learning outcomes, Teaching methods, Teaching and Learning Activities, Indicative content (topics and subtopics to be covered), Assessment methods and Required learning resources.
- **Validate the Syllabus and the course modules:** with Member States at a virtual meeting to be organized with support from the Secretariat not later than 3 weeks after submission of the draft report.
- **Report on the Validation Workshop with Member States and the revised Syllabus and the course modules:** not later than 7 days after validation. The Validation Workshop will detail the proceedings of the workshop with Member States to review the draft Syllabus and the course modules as well as comments from Member States and outcomes of the workshop. The revised document will incorporate the comments received from the Validation Workshop. The deadline for sending the report and revised Standardized Regional Anti-Corruption Curriculum is 2 weeks after the Validation Workshop.

7.2 Submission and approval of reports

The reports referred to above (7.1) must be submitted to the Senior Officer Public Security and the Programme Officer Human Security. The Director of the SADC Organ Directorate is responsible for approving the reports. The bid proposal should include a detailed budget. The total budget estimate for the duration of the assignment is **US\$20,000.00**. The payment schedule will be as follows:

- 20% of the contract value upon approval of the Inception Report, detailing the methodology and conceptual framework to be employed;
- 50% of the contract value upon submission of the draft syllabus and course modules; and
- 30% of the contract value upon approval of the i) Final work on syllabus and course modules and the Validation Report.

8. Monitoring and Evaluation

8.1 Definition of indicators

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

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

8.2 Special requirements

The Consultant must 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.

a) Methodology

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

ANNEX 2: Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT 17
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A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

REFERENCE NUMBER: **SADC/3/5/2/291**

CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION**

” in accordance with your Request for Expression of Interests number **SADC/3/5/2/291**, dated 13th June 2023 for the sum of *(Insert Amount)*. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *does* include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

My proposal is binding upon me for the period indicated in Paragraph 9(iii) of this Request for Expression of Interest.

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

1. **Family name:** *[insert the name]*
2. **First names:** *[insert the names in full]*
3. **Date of birth:** *[insert the date]*
4. **Nationality:** *[insert the country or countries of citizenship]*
5. **Physical address:** *[insert the physical address]*
6. **Postal address**
7. **Phone:** *[Insert Postal Address]*
8. **E-mail:** *[insert the phone and mobile no.]*
[Insert E-mail address(es)]
9. **Education:**

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

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

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

11. **Membership of professional bodies:** *[indicate the name of the professional body]*

12. **Other skills:** *[insert the skills]*

13. **Present position:** *[insert the name]* 14. **Years of experience:** *[insert the no.]*

15. **Key qualifications:** (Relevant to the assignment)
[insert the key qualifications]

16. **Specific experience in the region:**

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

17. Professional experience:

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

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

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

[insert the details]

19. Statement:

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

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

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

Date:

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

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

C. FINANCIAL PROPOSAL

CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION

REFERENCE NUMBER: SADC/3/5/2/291

N°	Description¹	Unit²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

¹ Delete items that are not applicable or add other items as the case may be. ² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/291: CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION

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/3/5/2/291: **CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION**

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

REFERENCE NUMBER: SADC/3/5/2/291: CONSULTANCY TO DEVELOP A SYLLABUS AND COURSE MODULES FOR TRAINING INVESTIGATIONS OFFICERS IN ANTI-CORRUPTION AGENCIES IN THE SADC REGION

1.4 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 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 Consultant instructing the Consultant to begin carrying out the Services.

2.2 The Services shall be implemented for the period beginning _____ until the _____.

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.

4.2 Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

4.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. 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 similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.

5.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.

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 4.3 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 noncompliance.

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-licenses in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the

performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable license 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.

14. Liability for Personal Data Breach

14.1 The Contractor shall indemnify or hold harmless, the Contracting Authority, from and against all loss, costs, harm, claims, fines, group actions, liabilities, damages, expenses (including legal fees) suffered or incurred by the Contracting Authority or for which the Contracting Authority may become liable due to any failure by the Contractor or its personnel to lawfully process Personal Data under the Contract.

14.2 The aggregate liability of the Contractor in respect of the indemnity set out in Paragraph 3.12.1 above shall in no event exceed the total Contract Price.

14.3 The Contractor shall adhere to data protection requirements as set forth below

14.3.1 Processing of Personal Data

14.3.1.1 For the avoidance of doubt, references to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Contractor pursuant to or under the Contract.

14.3.1.2 The Contractor shall: process Personal Data provided by the Contracting Authority for fulfilling specific obligations and instructions from the Contracting Authority as set out in the Contract; comply with all Applicable Data Protection Law when Processing Personal Data; not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and ensure that any of its personnel, agent, or sub-contractor who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality.

14.3.2 Data Subject Rights

14.3.2.1 The Contractor shall assist the Contracting Authority by implementing appropriate technical and organisational measures for the fulfilment of the Contracting Authority's obligations to respond to requests by Data Subjects in respect of Personal Data.

14.3.2.2 The Contractor shall: promptly notify the Contracting Authority if it receives a request from a Data Subject in respect of the Personal Data; ensure that it does not respond to any request except on the documented instructions of the Contracting Authority; promptly notify the Contracting Authority if it receives any communication from any Supervisory or Regulatory Authority in

connection with the Personal Data; and promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.

14.3.3 Transfer of Personal Data

14.3.3.1 The Contractor shall not transfer or authorise the transfer of Personal Data outside the country of the Contracting Authority without prior written authorisation of the Contracting Authority.

14.3.3.2 Subject to clause SC 3.12.3.3.4.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Contracting Authority, the Contractor as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.

14.3.3.3 The Contractor shall ensure the following before transferring Personal Data: the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws; the party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of protection; processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Contracting Authority; and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

14.3.4 Information Security

14.3.4.1 The Contractor must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law.

14.3.4.2 The Contractor undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Contracting Authority.

14.3.4.3 The Contractor must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes.

14.3.5 Personal Data Breach

14.3.5.1 The Contractor must immediately notify the Contracting Authority of any security compromise or data breach which involves Personal Data.

14.3.5.2 The Personal Data breach notification from the Contractor must provide sufficient information to allow the Contracting Authority to meet any obligations or to report or inform the affected Data Subjects.

14.3.5.3 The notification must provide the following information: a description of the nature of the data breach. a list of Data Subjects affected; and the security measures implemented or to be implemented to address the data breach. The Contractor shall cooperate with the Contracting Authority and take reasonable steps as directed by the Contracting Authority to assist the investigation, mitigation, and remediation of such Personal Data breach.

14.3.6 Records

- 14.3.6.1 The Contractor shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract.
- 14.3.6.2 The records maintained by the Contractor shall contain the following information: the name and contact details of the Contractor's representative or the Data Protection Officer, if any; the categories of Data Processing carried out on behalf of the Contracting Authority; where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and a general description of the security measures implemented by the Contractor.

14.3.7 Sub-Processing

The Contractor shall ensure that any Sub-Contractors processing Personal Data shall do so lawfully and in line with this Clause, where applicable.

14.3.8 Deletion or Return of Personal Data

- 14.3.8.1 Upon the expiration of the Contract, or termination of the Contract pursuant to Clause GC 30, the Contractor shall immediately cease processing Personal Data under its possession or control.
- 14.3.8.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Contractor shall, at the written direction of the Contracting Authority, securely return or delete Personal Data including any copies of it.
- 14.3.8.3 The Contractor shall provide the Contracting Authority with written certification that it has fully complied with the provisions of this Clause.
- 14.3.8.4 If the Contractor is required by law to retain the Personal Data, the Contractor shall advise the Contracting Authority accordingly.

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.

15. Suspension or Termination

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. No Waiver

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorized 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.

17. 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.

18. 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.

The following Annexes are integral part of this Contract:

Annex 1: Payment Schedule and Requirements

Signed today ***[insert the date]*** 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 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 **USD20,000.00** , which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
2. The breakdown of prices is:

N°	Description¹	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

3. The payment shall be made in accordance with the agreed schedule in line with the deliverables as follows:
 - i. 20% of the contract value upon approval of the Final Inception Report, detailing the methodology and conceptual framework to be employed;
 - ii. 50% of the contract value upon submission of the draft syllabus and course modules; and
 - iii. 30% of the contract value upon approval of the i) Final work on syllabus and course modules and the Validation Report.
4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

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