



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED AGRICULTURE CENSUS GUIDELINES

REFERENCE NUMBER:

11 July 2023

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

“CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED AGRICULTURE CENSUS GUIDELINES”

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\$21,000.00 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/3/5/2/307- “CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED AGRICULTURE CENSUS GUIDELINES**

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

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **16 August 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 **24th July 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 gsalima@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 **28 July 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 CARRY OUT TRAINING AND ASSESSMENT OF
PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER
STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED
AGRICULTURE CENSUS GUIDELINES**

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1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Southern African Development Community (SADC)

1.2 Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3 Background

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

Article 14 of the SADC Treaty establishes the SADC Secretariat as the principal executive institution of SADC. The Secretariat performs its mandate and functions within the policy, strategic and programme provisions outlined in the Regional Indicative Strategic Development Plan (RISDP).

The foundation of SADC Vision 2050 is to attain higher levels of peace and stability, enabling the further prioritisation, pursuit, and achievement of its objectives of socio-economic development, poverty eradication and regional integration. Pillar 1 of the vision is where SADC aspires to be an industrialised and integrated region, where citizens equitably benefit from opportunities of a regional market. The aim is to achieve a transformed agricultural sector that practices sustainable management of the environment and its natural resources to reach the expected outcome of a highly productive agricultural sector.

The Regional Agricultural Policy (RAP) and the Regional Agricultural Investment Plan (RAIP) are the overarching strategic framework guiding the implementation of harmonized agricultural policies in the region. Article 18 of the SADC Protocol on Statistics relates to the statistical matters on agriculture statistics for Member States, through the National Statistical System and it covers specific variables on production, inputs, expenditures, land cover and others on crops, livestock, fisheries, forestry. The need for regular agricultural census and surveys are critical in this process to capture necessary information to measure regional agricultural policies in the region.

1.4 Current situation in the Sector

Article 6 of the SADC Protocol on Statistics refers explicitly to data sources and collection techniques. Specifically, sub-article 6.2a states Member States shall conduct agriculture census at least once every 10 years using appropriate statistical methods, whether traditional or with latest technology. The SADC Regional Strategy for Development of Statistics (RSDS 2020 – 30) is another policy instrument guiding regional statistics programmes in order to be responsive to data needs pertaining to measurement of regional policies and programmes of the RISDP 2020 – 30 in pursuit to the goals of the SADC Vision 2050. The RSDS focuses on developing harmonized methodological guidelines in

statistics and rolling out of capacity building and subsequent assessment/reviews including in the area of agriculture statistics.

Currently, Secretariat, through a consultancy, has developed methodological guidelines for planning and execution of agriculture census. The SADC Statistics Committee, at its Meeting in Kinshasa, DRC, 30 May – 01 June 2023, approved the document for release and directed Secretariat to undertake in depth training at national level in this area to all Member States. During the same Meeting, Angola, Botswana and Madagascar have requested Secretariat to conduct national training workshops in planning and execution of agriculture census. It is within this background that Secretariat is looking for an individual consultant to deliver training on the subject matter within the scope of this consultancy.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of this exercise is to harmonize agriculture statistics in the region through capacity building to Member States based on the SADC Agriculture Census Methodological Guidelines.

2.2 Specific Objectives (Purpose)

The specific objective of the assignment is to undertake training as per the SADC Harmonized Agriculture Census Methodological Guidelines for assisting in planning, data collection, data processing, computation, analysis and dissemination and to produce a training and assessment report of Angola, Botswana and Madagascar on their current status and readiness in planning and conducting agriculture census. This report shall also identify best practices and gaps in the Member States on the subject matter with an implementation matrix that shall guide subsequent activities or interventions required from Secretariat and the Member States for implementation towards harmonization in agriculture statistics.

2.3 Results to be achieved by the contractor

The consultant is expected to achieve the following results in the 3 Member States, namely Angola, Botswana and Madagascar:

- i. Strengthened institutional and technical capacity of the stakeholders' institutions of Angola, Botswana and Madagascar in the generation and use of agriculture statistics for evidence-based strategy setting in the agricultural sector;
- ii. The training will enable participants to:
 1. Gain technical expertise for planning, fieldwork, data processing and compilation, analysis and dissemination procedures of agriculture census; and
 2. Demonstrate good methodological practices on planning and execution of a census to users of agriculture statistics at national level including researchers, policy makers and in regional/international forums.

- iii. The assessment exercise shall provide a repository of good practices and identify potential gaps that shall assist Secretariat in formulating effective actions for roll out.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

It assumed that the consultant would be procured within the reasonable time-frame and activities implemented within the schedule provided of 120 calendar days spread over 6 months.

3.2 Risks

The nature of the assignment presents negligible risks associated with the consultancy. Some of the foreseen risks are the following:

Possible risks	Risk Level	Mitigation Measures
1. Delayed delivery of expected outputs as per minimum standards	Medium	Monitor implementation and delivery of outputs every 15 calendar days through Technical Meetings

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description and Specific work

This assignment primarily consists of undertaking and servicing a national training and assessment of agriculture census planning and execution methods as a resource person in compliance with the SADC harmonized agriculture census guidelines. The preparatory work consists of firstly: drafting an agenda/programme to facilitate the training and secondly; providing approach for capturing the current status of agriculture census undertaking of the Member States as well as methodologies and practices and tools used. The training and assessment shall be done during 5 working days in a week for each of Angola, Botswana and Madagascar respectively with an audience that regroups data producers and users of agriculture statistics at national level. Among others, technical guidance notes, workplans, cost estimation, questionnaires to be used, manual for interviewers, guideline for cartography, sampling tabulation worksheets, report template, use of traditional and new methodology for collecting data (CAPI, GIS,..) are expected to be covered during the training. The training and assessment should provide findings in capturing the current state in play regarding planning and execution of agricultural census in the Member State and thereby demonstrated in a report. The report should also have an implementation matrix of tasks for Secretariat and the Member State for monitoring towards achieving harmonization in agriculture statistics.

4.1.2 Geographical area to be covered

The assignment will be carried and covered in Angola, Botswana and Madagascar.

4.1.3 Target groups

This consultancy is expected to target a wide range of statisticians handling mainly agriculture statistics and survey methodology, cartography, national accounts, prices and industry of Statistics of the Member States to be trained. Users and researchers of agriculture statistics are also targeted for the activity.

4.2 Specific Work

The assignment will be carried out primarily through a national training and assessment seminar/workshop in Angola, Botswana and Madagascar respectively.

In particular, the consultant will be required to:

1. Prepare training materials
2. Prepare a structured questionnaire to be sent to Member States to capture the status of agricultural census, the methodology used, the stakeholders involved and any challenges encountered in the different Member States
3. Deliver training and attend to queries to the audience through PowerPoint slides and practical examples during the workshop week.
4. Produce a Training and Assessment Report of the Member State that should include the following:
 - summary of topics covered during training week;
 - detailed practices of the Member State on agriculture census as per the SADC Harmonized Guidelines;
 - Summary of best practices and gaps; and
 - Implementation Matrix for actions by the Member State and Secretariat.

4.3 Project management

4.3.1 Responsible body

Overall responsibility for supervision of the Consultancy will lie with the Project Manager, the Senior Programme Officer – Research and Statistics assisted by the Officer – Research and Statistics handling agriculture statistics. The Consultant shall be responsible for the operational day-to-day management and coordination of the consultancy work.

4.3.2 Management structure

The Consultant shall report to the Senior Programme Officer – Research and Statistics and perform the assigned tasks under the direct supervision of the Officer, Research and Statistics.

The consultant will continuously (via monthly reports/ email /zoom/ calls) update the Secretariat on progress and/or challenges with the drafting of the Regional Guideline.

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

For the expert working on this consultancy, the Contracting Authority shall facilitate for visa entry in Angola, Botswana and Madagascar, if required.

5. LOGISTICS AND TIMING

5.1 Location

The assignment will involve traveling to Angola, Botswana and Madagascar.

5.2 Start date & period of implementation

The intended start date is as soon as both parties have signed the contract agreement and the period of implementation of the contract will be 120 calendar days from the date of signing the agreement. Please see Article 3 of the specific contract for the actual start date and period of implementation.

6. REQUIREMENTS

6.1 Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organizations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1 Experts

This assignment is expected to be carried out by an individual consultant as the Master Trainer and there should be evidence of in-depth knowledge covering agriculture census methods. The specific profile is provided below:

Key Expert

Qualifications and Skills

- A minimum of a Masters Degree in statistics, agriculture or related field.
- Must be computer literate, and competent in Word Processing, Spreadsheet Applications specialized, PowerPoint Presentations.
- Written and oral fluency in the English language is essential. Knowledge of French or Portuguese would be an asset.
- Excellent oral and written communication, analytical, presentation and report writing skills in English Language.
- [Excellent facilitation and interpersonal skills and ability to work with a diverse group of stakeholders](#)
- Excellent time management and organizational skills to prioritize workload and deliver needful during the training week.

General Professional Experience

- The Expert Must have at least ten (10) years of experience in agriculture statistics.

Specific Professional Experience

- Experience of planning and managing all processes in the design and execution of agriculture census at national level;
- Demonstrated experience in the drafting of methodological guidelines on agriculture census at national level and regional level;
- Experience in as a resource person in delivering training on agriculture census methods at national/regional/international stages;
- Experience in working with researchers, agriculture economists and users of statistics on agriculture matters.

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

6.1.2 Support staff & backstopping

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

6.2 Office accommodation

None required.

6.3 Facilities to be provided by the contractor

The contractor must ensure he/she is adequately prepared and equipped for delivery of the training and drafting of deliverables. Moreover, the Consultant is expected to be fully self-sufficient in terms of international travel associated expenses in Angola, Botswana and Madagascar. Laptop and related device connectivity for projector required for this consultancy is also expected to be available from the consultant.

6.4 Equipment

No equipment is to be purchased on behalf of the contracting authority / procuring entity as part of this service contract or transferred to the contracting authority / procuring entity at the end of this contract. Any equipment related to this contract that is to be acquired by the procuring entity must be purchased by means of a separate supply tender procedure.

6.5 Incidental expenditure

None. Where required, this will be determined by bidders and included to be part of the Global Price provided it remains within the available budget as indicated under 9.0 below.

6.6 Expenditure verification

Expenditure verification is not applicable in this contract.

7. REPORTS

7.1 Reporting requirements

The consultant shall operate under the direct supervision of the Officer – Research and Statistics.

All the deliverables shall be delivered to the SO – Research and Statistics.

All reports shall be in electronic format in MS Word, Excel or PowerPoint as the case may be. The Expert shall work with the Secretariat up to the end of the assignment, shall have delivered the following in electronic format within six (6) months:

Deliverables	Content description	Timelines
Training and Assessment Report	<p>The Report should contain the following, separately for the 3 Member States, namely Angola, Botswana and Madagascar:</p> <ul style="list-style-type: none"> - summary of topics covered during training week; - training materials; - detailed practices of the Member State on agriculture census methods as per the SADC Harmonized Methodological Guidelines; - Summary of best practices and gaps; and - Implementation Matrix for actions by the Member State and Secretariat 	No later than 14 calendar days after the conduct of the training and assessment week of each training.

Payments shall be related to reports and their approvals, as follows:

- a) 40% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report for the first training.
- b) 30% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report after the second training.
- c) 30% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report after the third training.

7.2 Submission & approval of reports

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

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The indicators to be used are timeliness, technical coverage and analytical quality of the 2 Reports as detailed in the 7.1 above.

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.

9. BUDGET

The maximum available budget is USD 21,000 and it covers all costs. Payments will be performance based (upon submission of deliverables for each Member State).

ANNEX 2: Expression of Interest Forms

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

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

CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED AGRICULTURE CENSUS GUIDELINES

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY TO CARRY OUT TRAINING AND ASSESSMENT OF PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED AGRICULTURE CENSUS GUIDELINES**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/291**, dated 6th 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 CARRY OUT TRAINING AND ASSESSMENT OF PLANNING AND EXECUTION OF AGRICULTURE CENSUS IN MEMBER STATES TO SUPPORT CAPACITY BUILDING ON SADC HARMONIZED AGRICULTURE CENSUS GUIDELINES

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

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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 **USD21,000.00** , 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:
 - 40% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report for the first training.
 - 30% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report after the second training.
 - 30% of the contract price shall be paid upon submission of an acceptable Training and Assessment Report after the third training.
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.