

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

**SHORT TERM
THE CONSULTANCY TO REVIEW THE
IMPLEMENTATION OF THE SADC REGIONAL
AGRICULTURAL INVESTMENT PLAN (2017-2022) AND
DEVELOPMENT OF THE REGIONAL AGRICULTURAL
INVESTMENT PLAN (2023-2030)**

REFERENCE NUMBER: SADC/3/5/2/311

30 August 2023

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

“SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)”

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 Fifteen thousand United States Dollars only (USD **15,000.00**). inclusive of professional fees and reimbursable expenses. Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the

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

- Proposals clearly marked “**REFERENCE NUMBER: SADC/3/5/2/311 “SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)”** should be submitted through collab link below; by 29th September 2023.

Collab link: <https://collab.sadc.int/s/C4N4JoPjpr3m9oz>

- The deadline for submission of your proposal, to the above link indicated in Paragraph 5 above, is: **Friday 29th September 2023 at or before 00:00 hours local (Botswana) time.**
- Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualifications and skills	30
General professional experience	10
Specific professional experience	60
Total	100

Technical Evaluation

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

Financial evaluation

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

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

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

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

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

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

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

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

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

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

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

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

9. The assignment is expected to commence within the month of December 2023 from the signature of the contract.
10. Additional requests for information and clarifications can be made through the email below;

The Procuring entity: **SADC Secretariat**

Contact person: Mr Thomas Chabwera

Telephone: **3951863**

Fax: **3972848**

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

Copy to tchabwera@sadc.int; dsamikwa@sadc.int



The closing date for receipt of requests for information and clarification shall be; 14th September 2023 at 16.00 hours' local time Botswana.

The closing date for responding to requests for information and clarification shall be; 19th September 2023 at 16.00 hours' local time Botswana.

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

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Name: Mr Thomas Chabwera

Title: Head of Procurement Unit



ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC
REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND
DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT
PLAN (2023-2030)**

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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 development community comprising 16 Member States in the Southern African and Indian Ocean regions. Its overall goal is to promote and achieve equitable and sustainable development, through increased regional integration underpinned by an environment of peace, security, and regional stability. The region's development policies and priorities are defined in the Regional Indicative Strategic Development Plan (RISDP) 2020-2030 which draws impetus from the SADC Vision 2050, which envisages a peaceful, inclusive, competitive, middle- to high-income industrialized region, where all citizens enjoy sustainable economic well-being, justice, and freedom. RISDP 2020-2030 sets out a comprehensive 10-year development agenda for addressing social, economic, political, and governance issues in the region.

SADC Vision 2050 aims at implementing priorities to achieve sustainable and inclusive socio-economic development, through good governance and durable peace and security in the region as well as the removal of all barriers to deeper integration; and guided by the purposes and principles of the SADC Treaty and Agenda. The aspirations enunciated in SADC's Vision and Mission 2050 are aligned to key global and continental frameworks, such as the United Nations' (UN) 2030 Agenda for Sustainable Development and the African Union's (AU) Agenda 2063.

In alignment with global and continental goals, SADC has developed several policy instruments aimed at developing the agricultural sector both at regional and national levels. Some of the key strategies to implement the priorities of RISDP (2020-2030) and the SADC Regional Agricultural Policy (RAP) approved by SADC Council in August 2014, and operationalized by the Regional Agriculture Investment Plan – RAIP (2017-2022).

The RAP, fully aligned with the Comprehensive African Agricultural Development Programme (CAADP), defines common agreed objectives and measures to guide, promote and support actions at regional and national levels in the SADC agricultural sector in contribution to regional integration and the attainment of the SADC Common Agenda that aims to reduce poverty, including food and nutrition insecurity, through equitable and sustainable economic growth. To ensure a focused implementation of the RAP, a Results Framework (RF) was developed. The RF defines in detail the impact, outcomes, outputs, interventions, targets, and indicators to be attained during the lifetime of the Regional Agricultural Policy. The RAP is implemented in phases of five-year cycles. The Regional Agricultural Investment Plan (RAIP) 2017 – 2022 operationalizes the first implementation phase of the RAP. Each RAIP outlines priority programmes to be implemented during the specified period. This document outlines the RAIP for the period 2017 – 2022.

The SADC RAP has the following overall objectives:

- a) Enhancing sustainable agricultural production, productivity, and competitiveness;
- b) Improving regional and international trade and access to markets of agricultural products;
- c) Improving private and public sector engagement and investment in the agricultural value chains; and
- d) Reducing social and economic vulnerability of the region's population in the context of food and nutrition security and the changing economic and climatic environment.

The RAIP 2017-22 outlines the following priority programmes/outcomes for the Region:

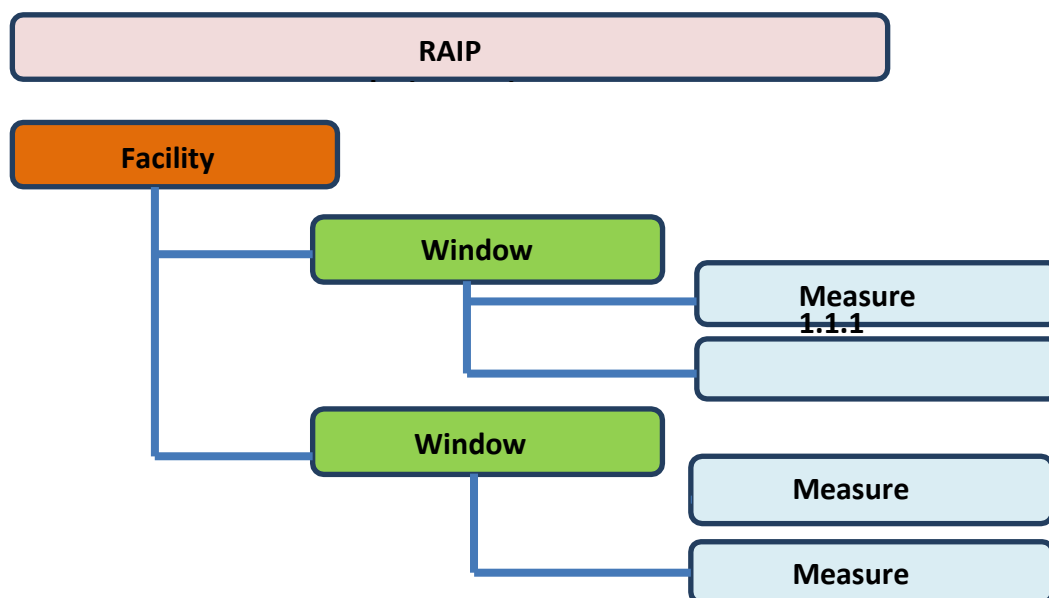
- 1) Increased agricultural production, productivity & competitiveness.
- 2) Increased access to markets & trade for agricultural products.
- 3) Increased engagement and investments of public and private sectors in development and implementation of regional value chains.
- 4) Reduced social and economic vulnerability in the Region.
- 5) Improved food and nutrition security in the Region

1.4 Current Situation in the Sector

1.4.1 Regional Agricultural Investment Plan Implementation Mechanisms

The Regional Agricultural Investment Plan (RAIP) is implemented using *instrument- based mechanism*. The instruments provide stimulus in the form of incentives and investment to *leverage* public and private sector financing into agriculture. An instrument has a three-tier structure comprising a ‘**facility**’, a ‘**window**’ and a ‘**measure**’. Under each facility are one or more windows each supported by one or more measures as illustrated in Diagram 1.

Diagram 1. Structure of the RAIP Instruments



A ‘**facility**’ means a thematic or programmatic area of focus for investment under this investment plan. It draws mainly from the priority programmes proposed in the investment plan. An example of a facility is an ‘Agricultural Infrastructure Development Facility’ (AIDF) which addresses the development and provision of infrastructure for agriculture such as feeder roads, laboratory upgrades, ICT provision, irrigation systems, etc for purposes of achieving the programme on increased production, productivity, and competitiveness.

For each facility, there are several ‘**windows**’ where each window reflects a priority area of focus within a ‘facility’. This could also be considered as a *sub-theme* or *sub-programme* to support the attainment of the overall programme. An example of a window under the AIDF is ‘Water and Energy for Agriculture Window’. The purpose of this window is to provide overall stimulus for the development of water, energy, and other related infrastructure for agriculture. For each window, there are several ‘**measures**’ where each measure is a *set of interventions, projects, or activities* to

be undertaken under each window or priority areas of sub-programme. An example of a measure under the ‘Water and Energy for Agriculture Window’ is the Water for Agriculture Measure whose purpose is to provide incentives and / or investment for the provision of irrigation technology, water harvesting technologies, to mention a few. A second example is the ‘Energy for Agriculture Measure’ whose purpose is to provide efficient, clean, renewable energy technologies for agriculture, among others.

One or more facilities can be employed for a desired programme. Flexibility in the choice of facilities, windows, and measures to suit each Member State’s own economic and socio- economic conditions of development as outlined in their national agricultural investment plans (NAIP) is one of the key features of the instrument-based implementation mechanism. Furthermore, additional facilities, windows and measures can be added depending on the needs of the RAIP as it unfolds.

The instrument-based system is supported by dedicated rules and regulations for each measure. The rules and regulations articulate who is entitled to apply for which support under the measures and under what conditions. These rules and regulations provide clarity on engagement between the regional and national levels allowing for efficiency and effective implementation.

Implementation Facilities (2017 – 2022)

The Regional Agricultural Investment Plan (RAIP) instruments-based system comprises seven facilities, namely:

- 1) Value Chain Facility (VCF);
- 2) Agriculture Infrastructure Development Facility (AIDF);
- 3) Market and Trade Facility (MTF);
- 4) Environment and Natural Resources Facility (ENRF);
- 5) Agriculture Information Management Facility (AIMF);
- 6) Disaster Preparedness Facility (DPF); and
- 7) Governance and Institutional Development Facility (GIDF).

Table 1 illustrates the linkages between RAIP facilities and the programmes/outcomes.

Table 1: Relationship between Programmes/Outcomes and Facilities

Facilities	Programmes
1) GIDF, VCF, MTF, AIDF, ENRF	1) Increased Agricultural Production, Productivity and Competitiveness
1) GIDF, VCF, MTF	2) Increased access to markets and trade for agricultural products
2) GIDF, VCF	3) Increased investment and access to finance in and for agriculture
3) GIDF, ENRF, VCF	4) Reduced social and economic vulnerability
4) GIDF, AIMF, DPF,	5) Improved food and nutrition security

The RAIP (2017-2022) had the following Facilities, Windows, and Measures.

Table 2. RAIP (2017-2022) Facilities, Windows, and Measures

Number	Facility	Windows	Measures
1	Value Chain Facility (VCF)	Risk Sharing in Agricultural Lending	Agricultural Lending Guarantee Measure
			Agricultural Insurance Measure
			Technical Assistance to Financial Institutions Measure
		Clusters, Producer Organizations, and Industrial Associations	Smallholder Inclusive Clusters Measure
			Producer Organizations and Agricultural Industry Associations Measure
		Agricultural Inputs	Genetic Material Measure
			Fertilizers, Agrochemicals and Veterinary Medicines Measure
			Feed Measure
			Agro-Processing and Value Addition Measure
		Agricultural Research and Development	Farming Mechanisation Measure
Research-Development and Innovation Initiatives Measure			
	Technology Transfer and Access Measure.		
2	Agriculture Infrastructure Development Facility (AIDF)	Water and Energy for Agriculture	Water for Agriculture Measure
			Energy for Agriculture Measure
		Markets and Logistics Infrastructure	Markets Infrastructure Measure
			Logistics Infrastructure Measure
3	Market And Trade Facility (MTF)	Standardisation and Certification	Standardisation and Certification Measure
		Trans Boundary Pests and Diseases	Veterinary (Sanitary) Services Measure
			Plant Health (Phytosanitary) Services Measure
		Agricultural Trade.	Sanitary and Phytosanitary (SPS) Measure
			Food Safety Measure
			Agricultural Trade Agreement Measure
4	Agriculture Information Management Facility (AIMF)	Market and Trade Information Window	Regional Agricultural Information Management System Measure
			National Agricultural Information Management System Measure
5	Food and Nutrition Security Facility (FNS)	Regional Food Reserve Window	The Regional Physical Food Reserve Measure
			The Regional Financial Food Reserve Measure
		Disaster Preparedness Window	Early Warning – Vulnerability Assessment Measure
			Disaster Response and Recovery Measure
		Regional Food and Nutrition Window.	Food Availability, Access and Utilisation Measure
			Nutritional Security Measure
Social Protection Measure.			
6	Environment and Natural Resources Facility (ENRF)	Sustainable Management of Fisheries Resources Window	Management of Shared Fisheries Resources Measure
			Harmonisation of Fisheries Legislation Measure
			Fisheries Law Enforcement Measure
			Artisanal, Subsistence and Small Scale Commercial Fisheries Measure
			Aquaculture Measure
			Protection of Aquatic Environment Measure
		Sustainable Management of Forestry Resources	National Forest Policies, Assessments, Regional Database and Information Exchange Measure

		Window	Forest Law Enforcement and Forest Protection Measure
			Forest-Related Knowledge and Genetic Resources Measure
			Trade in Forest-based Products Measure
			Wildlife Management and Conservation Programmes Measure
		Sustainable Management of Wildlife Resources Window	Wildlife Information Sharing Measure
			Co-operation in Wildlife Law Enforcement Measure
		Sustainable Management of the Environment Window	Sustainable Water and Land Management Measure
			Sustainable Land Management Measure
			Climate Change Adaptation and Mitigation Measure
			Biodiversity and Natural Heritage Management Measure
7	Governance and Institutional Development Facility (GIDF)	Regional Instruments Development Window	Regional Instruments Design Measure
			Regional Implementation Institutions Measure
		National Instruments Development Window	National Instrument Alignment Measure
			National Implementation Institutions Measure

1.5. Related programmes and activities

In line with the RISDP 2020-2030 there are several sectoral policies and strategies including the SADC Regional Agricultural Policy which was adopted by SADC Council in 2014 guided by a five-year cycle under a Regional Agricultural Investment Plan (RAIP). The RAP takes fully on-board the Comprehensive Africa Agricultural Development Programme (CAADP) principles that provided Africa with a set of goals and results to be pursued in the transformation of agricultural sector. The existing RAIP Results Framework outlines the region's expected outcomes and outputs and related indicators. It forms the bases for monitoring and guide the development of RAP Investment Plans. These Terms of Reference (TOR) therefore are intended to review the implementation of RAIP (2017-2022) and develop a successor RAIP (2023-2030).

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The purpose of this assignment is to review and evaluate the implementation of RAIP (2017-2022) and develop a new phase of RAIP (2023-2030) which is aligned with the RISDP (2020-2030) and is also CAADP and Malabo compliant (please note that the Malabo process ends in 2025).

2.2 Specific Objectives (Purpose)

The purpose of this contract is as follows:

- (i) To review the performance of the Regional Agricultural Investment Plan (2017-2022); and
- (ii) Develop a draft successor Regional Agricultural Investment Plan (2023-2030).

2.3 Results to be achieved by the contractor

- A comprehensive review report of the implementation of RAIP (2017-2022) by Member States, SADC Secretariat, and other stakeholders, including FAO, WFP, SACAU, ESAFF, etc. highlighting successes and challenges.
- A draft RAIP (2023-2030) developed and aligned with RISDP (2020-2030) and compliant with the CAADP and Malabo Declaration (considering that the Malabo process ends in 2025, it would be important to capture any post-Malabo process).
- Validation workshop report on the Review of RAIP (2017-2022) and RAIP (2023-2030).

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

The Contractor will include a comprehensive risk analysis in the tender and provide adequate responses to mitigate identified risks.

- Being a specialised field, the assignment is launched with the assumption that enough qualified and experienced entities can be found to participate in the project.
- Member States will be responsive to the availability of the consultancy to engage and to provide the necessary information and guidance.

3.2 Risks

- Lack of commitment from the Member States, partners, private sector and small holder farmers to engage in the project's activities;
- The asymmetrical institutional structures of public institutions responsible for food and nutrition in Member States could create problems of synchronising actions and harmonisation of policies and strategies.
- The multiplicity of stakeholders may pose challenges to planning and coordination of project activities should the availability of respondents not be assured.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description and Specific work

This contract requires the provision of an experienced consultant as described in these ToRs to implement the activities foreseen towards achievement of the expected results. The RAIP (2017-2022) ended in March 2023 and that the SADC Secretariat is conducting a Terminal Review of the RAIP to inform Member States, SADC Secretariat, programme stakeholders and partners on the progress made in achieving the overall long-term goals of the Regional Agricultural Policy. The review will assesses achieved targeted outputs and establish the extent to which outcomes have been achieved in the five years of implementation. Specifically, the Review is aimed at assessing the achievements made and challenges encountered in the implementation of the RAIP. Based on the assessment and additional consultations with all stakeholders, the consultant will propose a successor RAIP (2023-2030) for the consideration of SADC.

Specifically, the consultant will: -

- a) **Carry out the Terminal Review of the RAIP (2017-2022)** to ensure its Relevance in the achievement of the objectives of the Regional Agriculture Policy at Member State and regional levels.
- b) Ascertain aspects of Approach, Efficiency and Effectiveness in terms of the use of resources and the RAIP' results.
- c) Assess sustainability of initiatives undertaken under the RAIP (2017-2022).
- d) Assess visibility of communication and dissemination of RAIP (2017-2022) activities both at Member State and Regional levels.
- e) Provide action-oriented recommendations on how to improve several aspects of implementation in the outstanding interventions in RAIP (2017-2022), and the relation with the CAADP process.
- f) **Draft a new RAIP (2023-2030) for the consideration of SADC**
- g) Convene a regional workshop to validate the Terminal Review report and the new RAIP (2023-2030) with all Member States and other stakeholders.

4.1.2 Geographical area to be covered

The SADC region comprised of all the 16 Member States (Angola, Botswana, Comoros, DRC, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia, and Zimbabwe)

4.1.3 Target groups

The principal target groups for the activities of this contract will be the SADC Secretariat, SADC Member State governments.

4.2 Specific Work

In view of achieving the expected results outlined in 2.3 above the following main activities and deliverables will be created;

Output 1: Carry out the Terminal Review of the RAIP (2017-2022) .

Activities: The consultant will review seek to establish the approach, relevance, efficiency and effectiveness, sustainability, visibility, and impact of the RAIP (2017-2022). It is expected that both qualitative and quantitative analysis will be considered in this assignment.

The Terminal Review is expected to focus on the following dimensions.

Relevance:

- To what extent are the RAIP activities and outputs aligned with CAADP, RISDP, RAP and Member States development goals and food and nutrition security strategies?
- To what extent are project activities and outputs aligned with the needs and demands of key stakeholders?
- What is SADC Secretariat's comparative advantage for implementing the RAIP?

Efficiency and Effectiveness:

- What have been the key outputs of the RAIP?

Has the RAIP output delivery been on schedule so far?

What have been the main challenges in the delivery of these outputs?

What has been the nature and quality of interaction and collaboration at the Member State and Regional levels?

Which activities and use of the produced output were the most/least effective in contributing to the projects' objectives and why?

What are their common and challenges?

What are the main factors that have facilitated or obstructed the achievement of FNSS outcomes?

Did RAIP have adequate monitoring tools and mechanisms in place, and functional?

Did RAIP allow communication and exchange of lessons learned between the different projects?

Were the RAIP quality assurance mechanisms adequate?

Has the existing RAIP monitoring, and evaluation mechanism or system contributed to the achievement of expected results throughout the project implementation and how have these been effective? How could this work better?

Has the RAIP been implemented in a cost-efficient manner?

Sustainability

What are the main factors that facilitate or threaten the (financial, political, and institutional) sustainability of the outcomes of the FNSS projects and activities?

What are the main challenges in safeguarding the sustainability of the RAIP initiatives?

What are the main lessons learnt from the implementation of the RAIP that could be documented?

To what extent do the outcomes of the RAIP fit into future priority frameworks of the Member States and the Region?

Visibility

How has the visibility of RAIP activities been assured through the implementation period?

What work has been undertaken by the Secretariat to raise awareness about RAIP and has it been effective?

To what extent have meetings with national and regional partners helped in raising awareness about the RAIP to increase its visibility and potential uptake of its initiatives?

How many materials (articles in newspapers, magazines, project documents etc.) about RAIP initiatives were published during the implementation period, and how, and to whom were they disseminated?

Impact

To what extent has the implementation of RAIP contributed to sustainable agricultural growth and socio-economic development of SADC.

Output 2: Draft a new RAIP (2023-2030) for the consideration of SADC.

Activities: i. Develop a new RAIP (2023-2030) aligned with RISDP (2020-2030) and compliant with the CAADP and Malabo Declaration. The new RAIP should incorporate the following key components.

- Background
- Context and situational analysis
- Regional agricultural investment plan priority programmes
- Regional agricultural investment plan implementation and management mechanisms
- Institutional, organisational and governance structures
- planning, monitoring, and evaluation systems for RAIP.

Output 3: Workshop for the validation of the Terminal Review of RAIP (2017-2022) and the new RAIP (2023-2030)

Activities: i. Convene a regional workshop with Member States, relevant partners, Private Sector and Small Holder Farmers to validate the RAIP (2017-2022) and the new RAIP (2023-2030)

4.3 Project management

4.3.1 Responsible body

The Directorate of Food and Natural Resources at the SADC Secretariat will be responsible for managing the contract. SADC Secretariat will be responsible for organising the Conferencing Services for the Validation Workshop, including travel arrangements for participants and lodging.

4.3.2 Management structure

The contractor will report to the Director, Food Agriculture and Natural Resources (FANR) or designated officer, through the Senior Programme Officer – Food Security and Agriculture. The Director FANR shall be overall responsible for the project while the Senior Programme Officer – Food Security and Agriculture shall be responsible for day-to-day requirements of the project towards its fulfilment.

All deliverables will be submitted to the SADC Secretariat for approval prior to production. The SADC Secretariat reserves the right to request revision of draft reports and other products and/or to have alternatives to be submitted as appropriate. Prior to final production of any deliverables, a sample of the materials is to be shared with the SADC Secretariat for approval. Only after written approval by the Project Manager, is/are the Contractor(s) authorised to proceed. The Contractor(s) is/are responsible to ensure soft copies of all materials developed are delivered to the SADC Secretariat for future use.

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

The SADC Secretariat, as the Contracting Authority, will facilitate residence and work permit, The SADC Secretariat will not provide any facilities or equipment to and /or for the use by the Contractor.

5. LOGISTICS AND TIMING

5.1 Location

This consultancy will be conducted virtually.

5.2 Start date & period of implementation

The intended start date is 01 December 2023 and the period of implementation of the contract will be 4 months from this date.

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

The assignment will require a minimum of one key experts, the profile of whom is defined; must submit CV and sign statement of exclusivity and availability.

All experts who have a crucial role in implementing the contract are referred to as key experts.

The profiles of the key experts for this contract are as follows:

Key expert: Monitoring and Evaluation Expert

Qualifications and skills

- Minimum requirements: - Education at Master's degree level in Agriculture, Economics, Economics Development, Monitoring and Evaluation, and Operational Planning; Project Management or related field, or related discipline. Excellent fluency in the English language is mandatory.
- Computer literacy in MS Office applications including Word, Excel, Power Point, and Outlook .

General professional experience

- Preferably six (6) years of professional experience in the field of monitoring and evaluation and project management.
- Work experience in the SADC region will be an added advantage.
- Work experience with developing and managing Monitoring and Evaluation plan and/or systems of regional and national programme.
- Work experience with developing an Operational Plan for a regional and national programme.
- Comprehensive knowledge in qualitative data collection, analysis, and synthesis.
- Exposure to the field of agriculture, food, and nutrition security, will be an added advantage.

Specific professional experience

- 6years proven track record in developing a monitoring and evaluation plan and/or system to implement programmes/projects.
- A proven track record in programme/projects reviews.
- At least four years' experience in strategy development and implementation.
- Technical experience working with governments, and cooperating partners.

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

6.1.2 Support staff & backstopping

There will be no provision for backstopping and support staff costs.

6.2 Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contracting authority.

6.3 Facilities to be provided by the contractor

Not Applicable

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 contractor will submit the following reports in English in one original and 5 copies.

1. **Inception Report** of maximum 12 pages to be produced after two weeks from the start of implementation. Based on an inception meeting with the SADC Secretariat during the first week of the contract this report should demonstrate the contractor's understanding of the assignment. The inception report will have a detailed implementation plan with timelines. The SADC Secretariat will provide comments and final approval of the report within one week of receipt. In the report the contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel. The contractor should proceed with his/her work unless the SADC Secretariat sends comments on the inception report.
2. **An Interim Report** providing update on progress towards achievement of the objectives of the assignment should be submitted for consideration and further guidance by the SADC Secretariat within 5 weeks of the Inception Report.
3. **Draft final report** of maximum 60 pages (main text, excluding annexes). This report shall be submitted no later than one month before the end of the period of implementation of tasks. The draft report on the validation workshop should also be submitted at this stage.
4. **Final report** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is 14 days after receipt of comments on the draft final report. The report shall contain a sufficiently detailed description of the different options to support action planning by SADC Member States towards attainment of food and nutrition security across the region. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.

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

- a) 30% of the contract price shall be paid upon submission of an acceptable Preliminary report;
- b) 70% of the contract price shall be paid upon submission of an acceptable Final Report.

7.2 Submission & approval of reports

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

There must be a final report, a final invoice and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Section **Error! Reference source not found.** of these Terms of Reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure, and expenditure verification.

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

Name of report	Content	Time of submission
Inception Report	Analysis of existing situation and work plan for the project, as well as proposed set of indicators	No later than two weeks after the start of implementation
Interim Report	Short description of progress (technical and financial) including problems encountered; planned work for the next 3 months accompanied by an invoice and the expenditure verification report.	No later than two (2) months after the date of submission of the inception report.
Draft Final Report	Short description of achievements including problems encountered and recommendations. Draft report on the validation workshop.	No later than one (1) month before the end of the implementation period.
Final Report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.	Within two weeks of receiving comments on the draft final report from the Project Manager identified in the contract.

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 of group (s), or any expert proposed in their offer is engaged.

9. BUDGET

The maximum available budget is USD 15,000.

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COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)

REFERENCE NUMBER: SADC/3/5/2/311

REQUEST FOR SERVICES TITLE: SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)** in accordance with your Request for Expression of Interests number SADC/3/5/2/311, dated **30 August 2023** for the sum of USD[..... dollars¹]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
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- 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 6 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]</i>	<i>[indicate the country]</i>	Name of the Company: Address of the company:	<i>[indicate the exact name and title and if]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>and the year]</i>	<i>and the city]</i>	Phone: Fax: Email: Name and title of the reference person from the company:	<i>it was a short term or a long term position]</i>	
.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	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 14 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

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

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

REFERENCE NUMBER: SADC/3/5/2/311– SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)

N°	Description ¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

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.

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/311 - SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)

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 **30th August 2023** for the project **“SADC/3/5/2/311 - SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)”** and reflected as such in the Annex 2 of this contract.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest

SADC/3/5/2/311 - SHORT TERM THE CONSULTANCY TO REVIEW THE IMPLEMENTATION OF THE SADC REGIONAL AGRICULTURAL INVESTMENT PLAN (2017-2022) AND DEVELOPMENT OF THE REGIONAL AGRICULTURAL INVESTMENT PLAN (2023-2030)

- 1.5 **Project Director** means the Coordinator at the SADC Secretariat referred to in Annex 1 of this Contract.

Mr. Duncan David Samikwa
Senior Officer – Food Security and Agriculture
Directorate of Food, Agriculture and Natural Resources
Southern African Development Community (SADC)
Plot 54385 New CBD
Private Bag 0095 Gaborone,
BOTSWANA
Tel: +267 3951863
Email: dsamikwa@sadc.int

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

2. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect on the date of its last signature by either of the parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.2 The duration of contract is 4 months as per the provisions in Annex 1.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 have been delivered.

3. The Services

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

4. Payment

- 4.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2 to this Contract.
- 4.2 The Individual Consultant shall be paid a total amount of **US\$ (.....United State Dollars only)**, in accordance with the provisions of Annex 2 to this Contract.

- 4.3 Payment shall be made to the Individual Consultant in US dollars unless otherwise provided for under this Contract.
- 4.4 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of their receipt by the Project Director, subject to the Individual Consultant's having complied with his obligations hereunder in full as stated in the Annex 2 to this Contract.
- 4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

5. Status of the Individual Consultant

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

6. Supervision of the Services

- 6.1 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 to confirm that the work in progress is in accordance with these quality procedures.

7. Compliance with this contract

- 7.1 The Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable

documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

8. Assignment and Subcontracting

- 8.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.
- 8.2 When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

9. Breach of the Terms

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

10. Liability of the Individual Consultant

- 10.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 10.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;

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

11. Insurance

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

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

12. Copyright

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

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

13. Non-Disclosure & Confidentiality

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

13.2 If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

14. 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 in the SCC

14.3.1 Processing of Personal Data

14.3.1.2 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.

14.3.1.3 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.

14.5.6 Records

- 14.5.6.1** 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.
- 14.5.6.2** 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.

14.5.7 Sub-Processing

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

14.5.8. Deletion or Return of Personal Data

14.5.8.1 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.

14.5.8.2 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.

14.5.8.3 The Contractor shall provide the Contracting Authority with written certification that it has fully complied with the provisions of this Clause.

14.5.8.4 If the Contractor is required by law to retain the Personal Data, the Contractor shall advise the Contracting Authority accordingly.

15.0 Suspension or Termination

15.0 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.

15.1 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.

15.2 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.

15.3 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of Force Majeure, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.

15.4 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

16. No Waiver

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

17. Variations

17.0 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

18.0 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.

18.1 This contract shall be governed by, and shall be construed in accordance, with Botswana law.

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

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

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

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

19. Privileges and Immunities

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

20. Entire Agreement

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

Annexes

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

For the Procuring Entity		For the Individual Consultant	
Name :	Ms. Angele Makombo N'Tumba	Name :	
Position :	Deputy Executive Secretary- Regional Integration		
Place :	Gaborone	Place :	
Date:		Date :	
Signature:		Signature:	

Annex 1: Terms of Reference

[insert the Terms of Reference]

Annex 2: Payment Schedule and Requirements

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

N°	Description¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

3. The payment shall be made in accordance with the following schedule:
 - a) 30% of the contract price shall be paid upon submission of an acceptable Preliminary report;
 - b) 70% of the contract price shall be paid upon submission of an acceptable Final 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.