

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANT

SHORT TERM CONSULTANCY TO DEVELOP THE REGIONAL POST-HARVEST LOSS STRATEGY IN SADC REGION

REFERENCE NUMBER: SADC/3/5/2/314

6th September 2023

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

“SHORT TERM CONSULTANCY TO DEVELOP THE REGIONAL POST-HARVEST LOSS STRATEGY IN SADC REGION”

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

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

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

3. The maximum budget for this contract is **US\$ 10,000.00** (Ten Thousand United States Dollars only), inclusive of professional fees and reimbursable expenses. Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the

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

5. Proposals clearly marked “**SHORT TERM CONSULTANCY TO DEVELOP THE REGIONAL POST-HARVEST LOSS STRATEGY IN SADC REGION REFERENCE NUMBER: SADC/3/5/2/314**” should be submitted through the virtual tender box link: <https://collab.sadc.int/s/5YSraTRBcgbwR2x> by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **27th September 2023 at or before midnight local (Botswana) time.**
 - *Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours.*
 - *Kindly drop on the link your file as a zip folder containing all your documents and label it your name*
7. 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: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100

Financial evaluation

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

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

- the scores awarded to the technical offers by 0.80
 - the scores awarded to the financial offers by 0.20
8. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:
- (i) **PRICES:**
The financial proposal shall be 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 2,3,4,5,6,2,7 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 from the date of the last 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: tnyamukondiwa@sadc.int and tenders@sadc.int
Copy to tchabwera@sadc.int ; etjelele@sadc.int

The closing date for receipt of requests for clarification shall be **13th September 2023 at 16.00 hours' local time Botswana.**

The closing date for responding to requests for information and clarification shall be **18th 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 by

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Mr Thomas Chabwera
Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

SHORT TERM CONSULTANCY TO DEVELOP REGIONAL POST-HARVEST LOSSES STRATEGY IN SADC REGION

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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.

Despite the importance of the agricultural sector, the low crop productivity, often attributed to post-harvest losses in addition to other production constraints such as dependence on rain-fed agriculture, and the recurrent natural disasters such as droughts, floods and cyclones have led to food deficits in the SADC region, thus raising great concerns for national and regional food security. According to the FAO, food production will need to grow by 70% to feed world population which will reach 9 billion by 2050. The number of food insecure people in the SADC region is estimated at 58 million for the 2022/23 season, representing 17% of the region's total population. The number of the food insecure population is 7.3 % higher compared to 2021/22 and represents a 39.9% increase over the 5-year average. The increase in numbers of food insecure population in the region is attributed to a combination of factors such as chronic poverty coupled with recurrent shocks experienced in the region, each year; and worldwide, massive quantities of food are lost due to spoilage and infestations on the journey to consumers. The post-harvest losses is a global concern. In some African, Caribbean and Pacific ACP countries, where tropical weather and poorly developed infrastructure contribute to the problem, wastage can regularly be as high as 40-50% (SPORE, 2011). Obviously, one of the major ways of strengthening food security is by reducing these losses.

The SADC Regional Indicative Strategic Development Plan (RISDP) 2020-2030; the Regional Agricultural Policy (RAP 2014) and the Regional Crop Development Programme identify post-harvest management as a critical area to be addressed to reduce the regional food insecurity and the number of vulnerable populations. According to the AU Post Harvest Loss (PHL) Strategy, the term "postharvest loss" - PHL refers to measurable quantitative and qualitative food loss in the postharvest system (de Lucia and Assennato, 1994). This system comprises interconnected activities from the time of harvest through crop processing, marketing and food preparation, to the final decision by the consumer to eat or discard the food.

The Regional Crop Development Programme (RCDP 2019) underpins the importance of improving management of PHL as a key intervention to ensure integrity of agricultural produce throughout the value chains. The RCDP also outlines need for harmonization of policies in view of the large amounts of crop losses experienced in the region. PHL is increasingly recognized as part of an integrated approach to realizing agriculture's full potential to meet the world's increasing food and energy needs. Therefore, reducing PHL along with making more effective uses of today's crops, improving productivity on existing farmland, and sustainably bringing additional acreage into production is critical to facing the challenge of feeding an increased world population.

1.4 Current situation in the Sector

The SADC Region, with a total land area of 964,653,000 square kilometres and an estimated population of 337 million is endowed with abundant natural resources including fisheries and forestry; abundant arable land and generally favourable climate for crop production. On average, about 3% of all arable land is under irrigation in the region and about 8% of fertilizer utilization when compared to other regions in the world.

Crop production accounts for approximately 60% of the agricultural output in the Region. However, the regional agricultural land productivity for cereals is estimated to range between 1.5 and 1.7 MT/ha compared to the Africa average of 2 MT/ha. The Regional Crop Development Programme (RCDP2019) among other strategies recommends need to manage post-harvest losses in the crop value chains to improve crop performance in view of the ever-increasing demand for food and population growth. The agricultural sector needs to respond to the threat of climate change through developing and implementing adaptation policies and strategies including climate resilient infrastructure that will also minimize crop losses.

1.5 Related programmes and other donor activities

The proposed Regional Post-harvest strategy must be seen within the broader context of other existing policies and initiatives in agricultural production, productivity and food security. The strategy should embrace a coordinated approach through which all stakeholders involved in the crop value chains and value addition should be guided to contribute in minimizing post-harvest losses while also contributing and promoting investments in PHL infrastructure.

Despite the low ongoing efforts to improve food availability and accessibility in the region, the lack of any regional instruments to guide Member States and donor partners to retain and conserve the little that is produced has been identified as a shortfall in the regional efforts to improve food security. The RCDP 2019 further

notes that an PHL strategy is a prerequisite for ensuring sustainable production and value for the resources invested in agriculture production.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The objective of this exercise is to carry out a detailed analysis of the current status of regional post-harvest losses in view of both regional and national strategies and policies. Using this analysis as a foundation, the consultant shall develop a regional PHL strategy, providing sufficient detail of the strategic areas of action for Member States to use in promoting the adoption and investments in PHL management.

2.2 Specific Objectives (Purpose)

The consultant will be required to develop a detailed PHL strategy based on current and past initiatives on PHL management development in the region. He/she will also consult key experts in the region to establish the priorities and needs of the region, on the basis of which he/she will develop a draft regional PHL draft strategy for sustainable, efficient and effective management of food losses in the Region. In particular, the consultant will undertake the following tasks:

- a) Carry out a thorough review of the existing literature, proposals, initiatives, and any other relevant information on Post Harvest loss Management, including constraints, strategies, plans of actions and available PHL systems and technologies, at large scale, and small-scale levels, used in the SADC region and beyond.
- b) Assess, through available literature, the status (management practices employed in crop handling from farm to end user in the region, including vendors.
- c) Assess the current situation and priorities of SADC Member States in PHLs.
- d) Gather relevant information related to the PHL governance, including all types of farming used by both smallholders and large-scale farmers in the region and continent.
- e) Undertake stakeholder consultation in the development of the draft strategy in view of the African Union status and direction on the subject matter for alignment.
- f) Develop a regional PHL strategy and implementation plan that reflects the priorities of Member States, brings together the existing individual initiatives and focuses on the future aspirations of Member States in PHL Management.
- g) Present draft strategy at a regional stakeholder and/or Member States review and validation workshop/meeting.
- h) Revise the draft strategy and incorporate input from stakeholders.
- i) Provide any other technical information relevant to the overall task of this assignment.

2.3 Results to be achieved by the contractor

The consultant is expected to achieve the following results in the following chronological order:

- i. Inception report, detailing approach/methodology for the task, a work plan, gaps identified, and remedial action to be taken to fill the gaps. The structure of the strategy document in terms of a draft table of content should also be provided at this stage;
- ii. Draft PHL strategy, including scope of work stated at section 4 in this TOR and agreed issues in inception report;
- iii. Final draft PHL strategy, including validation workshop report documenting inputs from Member States and Secretariat for amending in final report.
- iv.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

It assumed that the consultant would be procured within the reasonable timeframe and implemented within the schedule provided of 90 calendar days spread over 3 months. There is commitment support from Member States to support the consultancy processes.

3.2 Risks

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

Possible risk	Risk Level	Mitigation Measures
1. Unavailability of key stakeholders to provide relevant information	Medium	Plan and communicate ahead with key stakeholders; have more than one communication means

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description and Specific work

This assignment firstly consists of briefly getting acquainted with relevant SADC strategy, policy and framework documents related to crop sector both at national, regional and continental level for the consultant to understand the processes and synergies involved in these sectors and functioning. The assignment should also look at similar documents produced global level and specialized agencies involved in the area.

The consultant will then be required to develop a detailed regional PHL strategy on the basis of current and past initiatives on PHL Management. He/she will also consult key experts in the region to establish the priorities and needs of the region, on the basis of which he/she will develop a draft regional PHL strategy for sustainable, efficient and effective mechanism to conserve and preserve the crop produce through improved investment, development of strategic infrastructures and use of best practices in the region.

4.1.2 Geographical area to be covered

The PHL strategy will be used by SADC Member States as part of the objective of capacitating Member States to achieve harmonization. SADC is a regional inter-governmental organisation comprising of 16 Southern African countries, headquartered in Gaborone, Botswana. The Community's sixteen-member countries are Angola, Botswana, Democratic Republic of Congo (DRC), Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Union of Comoros, Zambia and Zimbabwe. The exercise will therefore cover the SADC Member States.

4.1.3 Target groups

In developing the strategy, the consultant will work closely with the SADC Food, Agriculture and Natural Resources (FANR) Directorate under the supervision Senior Programme officer -Food Security and Agriculture (SPO-FSA) on behalf of the Director.

At Member States level, the task shall include engagement with ministries of agriculture in the SADC Member States with emphasis on offices responsible for crop production, research organisations/Institutions, farmers and/or their associations, and all stakeholders embraced under crop value chains, production and productivity and food Security. The consultant will also be expected to engage any key stakeholders deemed relevant to contribute to the assignment.

4.2 Specific Work

The assignment will be carried out primarily through a desk research and requires intellectual thinking. This will be complimented by appropriate research work and regular consultations with SADC Secretariat to obtain critical elements to be considered for incorporation in the development of PHL strategy as well to obtain clarification on pertinent issues.

In particular, the consultant will be required to:

1. Carry out a thorough review of the existing literature, proposals, initiatives, and any other relevant information on Post Harvest loss Management, including constraints, strategies, plans of actions and available PHL systems

and technologies, at large scale, and small-scale levels, used in the SADC region and beyond.

2. Assess, through available literature, the status (management practices employed in crop handling from farm to end user in the region, including vendors.
3. Assess the current situation and priorities of SADC Member States in PHLs.
4. Gather relevant information related to the PHL governance, including all types of farming used by both smallholders and large-scale farmers in the region and continent.
5. Undertake stakeholder consultation in the development of the draft strategy in view of the African Union status and direction on the subject matter for alignment.
6. Develop a regional PHL strategy and implementation plan that reflects the priorities of Member States, brings together the existing individual initiatives and focuses on the future aspirations of Member States in PHL Management.
7. Present draft strategy at a regional stakeholder and/or Member States review and validation workshop/meeting.
8. Revise the draft strategy and incorporate input from stakeholders.
9. Provide any other technical information relevant to the overall task of this assignment.
10. Develop a draft post-harvest losses (PHL) strategy.
11. Present and validate the draft Strategy to the Technical Committee of Directors of Crop Production
12. Prepare a validation workshop report documenting inputs/proposals of Member States and Secretariat.

4.3 Project management

4.3.1 Responsible body

Overall responsibility for supervision of the Consultancy will lie with the Senior Programme Officer – Food Security and Agriculture (SPO-FSA) assisted by the Programme Officer – Crops (PO Crops). 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 (SPO-FSA) Agriculture and perform the assigned tasks under the direct supervision of the PO-Crops.

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

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

SADC Secretariat, as the Contracting Authority will not facilitate office space for the consultant since the work will be performed virtually in light of the nature of the assignment. All resources required should be arranged as part of the consultancy cost.

5. LOGISTICS AND TIMING

5.1 Location

The assignment is commissioned by the SADC Secretariat based in Gaborone, Botswana. However, this Assignment will primarily be executed virtually in view of the nature of the assignment not requiring travel. Therefore, there will be no travelling to the SADC Secretariat offices in Gaborone, Botswana.

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 60 calendar days from the date of signing the agreement.

6. REQUIREMENTS

6.1 Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations 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

Experts have a crucial role in implementing the contract. The specific profile of the Key Expert is provided below:

Qualifications and Skills

- A minimum of an advanced degree (At least a Master's degree) in Post-harvest losses management, crop production, food security and crop protection management or other related fields.
- Good communication and presentation skills;
- Written and oral fluency in the English language is essential. Knowledge of French and/or Portuguese would be an asset.
- Excellent oral and written communication, presentation, analytical and report writing skills in English.

- Excellent time management and organizational skills to prioritize workload and meet tight deadlines.

General Professional Experience

- At least 10 years' experience in in post-harvest losses management, crop production, food security and crop protection management or related work field and evidence of good analytical and writing skills in doing regional work.

Specific Professional Experience

- Policy formulation and ability to identify inputs, outputs, activities, and set out effective and implementable action plans;
- A minimum of 10 years experience required for implementation of action plans, or other relevant policies;
- A minimum 10 years experience in financial modelling, quantifying and costing resources, and allocation of resources for implementation of various aspects of the Action Plan.

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.

No facilities will be provided since the assignment will be done remotely.

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

It is expected that this assignment will be conducted virtually hence, the Incidental expenses will not be necessary.

6.6 Expenditure verification

Expenditure verification is not applicable in this contract.

7. REPORTS

7.1 Reporting requirements

There must be a final report and a final invoice at the end of the period of implementation of the tasks. The draft final report must be submitted at least 15 calendar days before the end of the period of implementation of the tasks.

Each report must consist of a narrative section and a financial section.

The Expert shall work with the Secretariat up to the end of the assignment, shall have delivered the following in electronic format within three (3) months:

Name of report	Content	Time of submission
Inception report	A final detailed inception report outlining the consultant's understanding of the assignment and the approach to be employed	No later than 7 calendar days after the start of implementation
Draft Final Report	Draft Regional PHL strategy	3 weeks after submission of inception report
Final Report	Final draft PHL strategy, including validation workshop report documenting inputs from Member States and Secretariat for amending in final report	5 weeks after submission of draft Guidelines

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

- 20% of the contract price shall be paid upon submission of an acceptable Inception report;
- 40% of the contract price shall be paid upon submission of an acceptable draft report.
- 40% of the contract price shall be paid upon submission of an acceptable final report and upon approval by the Management.

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 Director of FANR through the SPO-FSA is responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The expert/ consultant will be required to ensure that reporting is done against measurable indicators. These indicators should reflect the Consultant's commitment to delivering quality outputs in a timely manner. The final set of indicators should be provided in the inception report along with progress to be monitored. The Consultant will have to develop quantitative and qualitative parameters to assess achievement of the expected results over the period of the contract. Regular monitoring of progress of the results will be conducted to evaluate progress on each parameter.

Monitoring, Evaluation, Reporting shall be conducted in line with the latest version of the SADC Policy on Strategy Development, Planning, Monitoring, Evaluation and Reporting (SPMER Policy).

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 10,000 and it covers all costs. Payments will be performance based (upon submission of deliverables).

ANNEX 2: Expression of Interest Forms

A.	<u>COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT</u> ..	19
B.	<u>CURRICULUM VITAE</u>	21
C.	<u>FINANCIAL PROPOSAL</u>	25

COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT SHORT TERM CONSULTANCY TO DEVELOP REGIONAL POST- HARVEST LOSSES STRATEGY IN SADC REGION

REFERENCE NUMBER: SADC/3/5/2/314

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **Short term consultancy to develop regional post- harvest losses strategy in SADC Region**, in accordance with your Request for Expression of Interests number **SADC/3/5/2/314**, dated 6th September 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);*
- 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

SHORT TERM CONSULTANCY TO DEVELOP REGIONAL POST- HARVEST LOSSES STRATEGY IN SADC REGION -REFERENCE NUMBER: SADC/3/5/2/314.

N°	Description¹	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.

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

SHORT TERM CONSULTANCY TO DEVELOP REGIONAL POST- HARVEST LOSSES STRATEGY IN SADC REGION -REFERENCE NUMBER: SADC/3/5/2/314. This Contract (“Contract”) is made, between

The **SADC Secretariat**, having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter referred to as the “Procuring Entity”),

and, on the other hand,

(.....); (hereinafter referred to as the “Individual Consultant”), with residence at, , with email contact: ; Tel: Passport Number issued on by the Government of...

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the Services hereinafter referred to as; Consultancy to develop methodological guidelines for computation of informal cross border trade statistics (ICBTS) in SADC Region,

AND WHEREAS the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and 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 **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.2 **Contract Value** means the total price of the Financial Proposal included in the Individual Consultant’s quotation dated (.....) for the project “**Short term to develop regional post-harvest loss strategy for the SADC Region-Reference Number: SADC/3/5/2/314**” and reflected as such in Annex 2 of this Contract.
- 1.3 **Data Subject** means a natural person (i.e., an individual) who can be identified, directly or indirectly, by reference to Personal Data.
- 1.4 **Individual Consultant** means ..., the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest for **Short term consultancy to develop regional post-harvest loss strategy for the SADC Region-Reference Number: SADC/3/5/2/314**”

1.5 **Personal Data** means any information relating to an identified or identifiable living natural person. This may include an identifier such as a name or audio-visual materials, an identification number, location data or an online identifier; it may also mean information that is linked specifically to the physical, physiological, genetic, mental, economic, cultural, or social identity of a Data Subject. The term also includes data identifying or capable of identifying human remains.

1.6 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.

1.7 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to her in this Contract and her details are as follows:

Mr. Duncan Samikwa
Senior Program Officer–Crops (FANR Directorate)
Southern African Development Community (SADC)
Plot 54385 New CBD.
Private Bag 0095 Gaborone,
BOTSWANA.
Telephone: +267 364 1957/ +267 395 1863
Email: dsamikwa@sadc.int

1.8 **Services** means the Services to be performed by the Individual Consultant in this Contract.

2. THE SERVICES

The Individual Consultant shall 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.

3. EFFECTIVE DATE AND DURATION

3.1 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 Individual Consultant instructing the Individual Consultant to begin carrying out the Services.

3.2 The duration of the Contract shall be 3 months.

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\$ (State Dollars only)**, fixed cost, 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 the 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 1 and 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 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.
- 5.2 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.

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 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 shall 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. The Procuring Entity may also request the provision of reasonable documentary evidence to support this.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 The Individual Consultant shall under no circumstances sub-contract, 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, 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 may 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 shall 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, a Party may serve a notice on the Party alleged to be in breach requiring the breach to be remedied within a period specified in the notice, not 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 clause 10.1 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 he expresses a serious reservation.

11. INSURANCE

- 11.1 The Individual Consultant shall ensure that full and appropriate professional indemnity insurance and third-party liability insurance, is in place for all Services provided.
- 11.2 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.
- 11.3 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 the 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.

- 11.4 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 clause 12.1 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.
- 12.3 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 clause 12.1 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. LIABILITY FOR PERSONAL DATA BREACH

- 13.1 The Individual Consultant shall indemnify or hold harmless, the Procuring Entity, from and against all loss, costs, harm, claims, fines, group actions, liabilities, damages, expenses (including legal fees) suffered or incurred by the

Procuring Entity or for which the Procuring Entity may become liable due to any failure by the Individual Consultant to lawfully process Personal Data under the Contract.

- 13.2 The aggregate liability of the Contractor in respect of the indemnity set out in Paragraph 13.1 above shall in no event exceed the total Contract Price.
- 13.3 The Contractor shall adhere to data protection requirements as set in this Contract.

13.3.1 Processing of Personal Data

- 1. 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 Individual Consultant pursuant to or under the Contract.
- 2. The Individual Consultant shall:
 - (a) process Personal Data provided by the Procuring Entity for fulfilling specific obligations and instructions from the Procuring Entity as set out in the Contract;
 - (b) comply with all Applicable Data Protection Laws when Processing Personal Data.
 - (c) not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; and
 - (d) 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.

13.3.2 Data Subject Rights

- 1. The Individual Consultant shall assist the Procuring Entity by implementing appropriate technical and organisational measures for the fulfilment of the Procuring Entity's obligations to respond to requests by Data Subjects in respect of Personal Data.
- 2. The Contractor shall:

- (a) promptly notify the Procuring Entity if it receives a request from a Data Subject in respect of the Personal Data;
- (b) ensure that it does not respond to any request except on the documented instructions of the Procuring Entity.
- (c) promptly notify the Procuring Entity if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and
- (d) 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.

13.3.3 Transfer of Personal Data

1. The Individual Consultant shall not transfer or authorize the transfer of Personal Data outside the country of the Procuring Entity without prior written authorisation of the Procuring Entity.
2. Subject to Clause 13.3.3.1 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 Procuring Entity, the Individual Consultant as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.
3. The Individual Consultant shall ensure the following before transferring Personal Data:
 - (a) 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 Procuring Entity;
 - (b) and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

13.3.4 Information Security

- 13.3.4.1 The Procuring Entity 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.

13.3.4.2 The Individual Consultant 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 Procuring Entity.

13.3.4.3 The Individual Consultant must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes.

13.3.5 Personal Data Breach

13.3.5.1 The Individual Consultant must immediately notify the Procuring Entity of any security compromise or data breach which involves Personal Data.

13.3.5.2 The Personal Data breach notification from the Individual Consultant must provide sufficient information to allow the Procuring Entity to meet any obligations or to report or inform the affected Data Subjects.

13.3.5.3 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 Individual Consultant shall cooperate with the Procuring Entity and take reasonable steps as directed by the Procuring Entity to assist the investigation, mitigation, and remediation of such Personal Data breach.

13.3.6 Records

13.3.6.1 The Individual Consultant shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract.

13.3.6.2 The records maintained by the Individual Consultant shall contain the following information: the name and contact details of the Procuring Entity's representative or the Data Protection Officer, if any; the categories of Data Processing carried out on behalf of the Procuring Entity; 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 Individual Consultant.

13.3.7 Sub-Processing

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

13.3.8 Deletion or Return of Personal Data

- 13.3.8.1 Upon the expiration of the Contract, or termination of the Contract, the Individual Consultant shall immediately cease processing Personal Data under its possession or control.
- 13.3.8.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Individual Consultant shall, at the written direction of the Procuring Entity, securely return or delete Personal Data including any copies of it.
- 13.3.8.3 The Individual Consultant shall provide the Procuring Entity with written certification that it has fully complied with the provisions of this Clause.
- 13.3.8.4 If the Individual Consultant is required by law to retain the Personal Data, the Individual Consultant shall advise the Procuring Entity accordingly.

14 SUSPENSION OR TERMINATION

- 14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 14.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s) he gives a 30 days' prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of Force Majeure, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.

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

15 NO WAIVER

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

16 VARIATIONS

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

17 GOVERNING LAW

This Contract shall be governed by and shall be construed in accordance with Botswana laws.

18 SETTLEMENT OF DISPUTES

- 18.1 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.
- 18.2 In the event that, through negotiation, the Parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of this Agreement, the Parties shall settle the dispute by arbitration.
- 18.3 The arbitral tribunal shall consist of three arbitrators. Each Party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within fifteen (15) days of receipt of the request for arbitration either Party has not appointed an arbitrator, or within seven (7) days of the appointment of the arbitrators the third arbitrator has not been appointed, either Party may request an appointing authority agreed by the Parties to appoint an arbitrator.
- 18.4 If no appointing authority has been agreed upon by the Parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within thirty (30) days of the receipt of a Party's request therefor, either Party may request the Chairperson of the Law Society of Botswana, to appoint the third arbitrator.

- 18.5 The appointing authority shall, at the request of one of the Parties, appoint the sole arbitrator as promptly as possible.
- 18.6 The procedure of arbitration shall be fixed by the arbitral tribunal, which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 18.7 The decisions of the arbitral tribunal shall be final and binding upon the Parties.
- 18.8 The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

19. PRIVILEGES AND IMMUNITIES

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

20. ENTIRE AGREEMENT

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

Signed in the English language by:

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

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Annex 2: Payment Schedule and Requirements

3. 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.

4. The breakdown of prices is:

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

5. The payment shall be made in accordance with the following schedule:

- a) 20% of the contract price shall be paid upon submission of an acceptable Inception report;
- b) 40% of the contract price shall be paid upon submission of an acceptable draft report.
- c) 40% of the contract price shall be paid upon submission of an acceptable final report and upon approval by the Management.

4. Payment Conditions: Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.
