

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANTS

CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES

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

21st NOVEMBER 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 COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES-REFERENCE NUMBER: SADC/3/5/2/311”

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 eight thousand United States Dollars only (**US\$5,500.00**). 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.

5. Proposals clearly marked “**SHORT TERM CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES- REFERENCE NUMBER: SADC/3/5/2/311**” should be submitted through the virtual tender box link: <https://collab.sadc.int/s/8GtfogGK5PicSZG> by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **12th December 2023 by 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 submit your bid as a single file or one zipped folder and label it with 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, 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 obtains the highest combined technical and financial score and with a 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 ; gwambura@sadc.int

The closing date for receipt of requests for clarification shall be; **24th November 2023 at 16.00 hours' local time Botswana.**

The closing date for responding to requests for information and clarification shall be **27th November 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

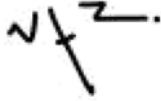
ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



pp

Mr Thomas Chabwera
Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON
THE CONVENTION ON INTERNATIONAL TRADE IN
ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES**

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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 Africa Development Community (SADC) is the Regional Economic Community (REC) comprising 16 Member States, namely:- Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia, Zimbabwe. Established in 1992, SADC is committed to promote Regional Integration as a vehicle for achieving regional development Agenda. The SADC Regional Indicative Strategic Development Plan (RISDIP 2020-2030) provides coherent and comprehensive ten-year development agenda on social, economic, peace, security, political and governance issues with a major goal of improving the standard and quality of life of people of the SADC region. The RISDP 2020-30 covers six strategic priorities:

Pillar 1: Peace, security and good governance which is the foundation.

Pillar 2: Industrial development and market integration.

Pillar 3: Infrastructure development in support of regional integration.

Pillar 4: Social and human capital development.

Pillar 5: Crosscutting issues, including Gender and Youth; Environment, Climate change and Disaster Risk Management; and

Pillar 6: Strategic management of the RISDP.

Under the Cross-cutting Pillar 5, **Strategic Objective 6** focuses on the “sustainable utilization and conservation of the natural resources and effective management of environment” with expected **outcome** of “improved management of the environment and sustainable utilization of natural resources”. Among the key expected **outputs** include “promotion of the Regional Legal Frameworks” and “Compliance with prioritized Multilateral Environmental Agreements (MEA) in the Region”. Under this output, the **key performance indicators** include “development of tools, guidelines and standards for the implementation of all the MEAs”.

1.4 Current situation in the sector

Convention on International Trade in Endangered Species of Fauna and Flora (CITES) is one of the prioritized MEAs by SADC Secretariat. The SADC Secretariat is responsible for facilitating effective engagement of Member States during CITES Conference of Parties (CoPs). Before participating in the meetings of CITES COPs, Member States are facilitated by SADC Secretariat to conduct preparatory meetings and prepare common positions on CITES CoPs agenda items and proposals. The common position helps to consolidate Member States consensus on major issues of relevance to the region, address potential conflicts among Member States and ensure that Member States speak with one voice.

In ensuring coherent and consistent preparations and engagements before CITES COPs, SADC Ministers responsible for Environment, Natural resources and Tourism, at their meeting of 21st June 2021, directed SADC Secretariat to develop CITES long term lobbying and advocacy Strategy. Hence SADC-CITES Engagement Strategy (2022 – 2026) was developed and serves as a CITES long-term lobbying and advocacy strategy. The strategy has vision, mission and goals culminating in a five-year workplan, activities and indicators to change the current status quo in CITES.

The goals are 1) to enhance understanding of the role of international trade in incentivizing community conservation and financing wildlife conservation and management, 2) advocate for change in status quo at CITES on trade from sustainable use of wildlife resources, 3) engage with national and international trading partners in high value wildlife products to develop a parallel trade mechanism outside CITES and 4) SADC to make its case in the AU and UN, relying on international law and multilateral agreements. Detailed activities and indicators were developed to achieve these goals. The Strategic Objective 1.2 of the CITES Engagement Strategy (2022 – 2026) calls for development of communication strategy on CITES issues to guide messaging and advocating of the sustainable use of wildlife resources.

1.5 Related programmes and other donor activities

Not applicable

2. OBJECTIVES, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

SADC region has been experiencing oppositions at CITES CoPs to utilize their wildlife resources through sustainable consumptive schemes. Increasing trade bans and imposition of stricter trade restrictions undermine efforts by SADC Member States who have managed to stabilize and most cases grown their populations as a result of a successful conservation interventions. Increased wildlife population has fueled human-wildlife conflicts, hence sustainable utilization schemes provide incentives for the local residents to be able to tolerate living with wildlife in their area. Further, sustainable utilization schemes have proven to provide financial resources to the government authorities to be able to finance anti-poaching efforts. Therefore, sustainable utilization schemes in the SADC region have promoted conservation of wildlife including threatened and endangered species. Significant population of wildlife areas are maintained through sustainable wildlife utilization schemes.

Until to date, there are organized campaigns by the anti-hunters including Animal Welfare organizations on sustainable use of wildlife resources including hunting tourism. These campaigns have significantly attributed to the oppositions faced by SADC Member States at CITES CoPs. Lack of awareness on sustainable use of wildlife resources in the SADC region has resulted to oppositions even from other wildlife range states in Africa. Despite successes and benefits attained by the SADC Member States through sustainable utilization schemes, little has been professionally communicated to raise awareness and gain support from other CITES parties. Nevertheless, consequences of the CITES CoPs decisions to the SADC Member States have not adequately communicated to draw attention of the CITES parties and hence receive deserved considerations at CITES CoPs.

Based on the above backdrop, SADC Secretariat, as guided by CITES Engagement Strategy, intent to develop communication strategy to guide professional communication of the CITES issues of concern to the SADC region. Among others, the communication strategy will help in developing, managing content and strategies on CITES issues.

2.1 Purpose (Specific Objective)

The overall aim of the consultancy is to develop communication strategy to enable Member States to be able to communicate CITES issues of concerns to the SADC region. The communication strategy to be developed will operationalize the SADC-CITES Engagement Strategy (2022-2026). The specific objectives of this assignment are as follows:-

- With support from the SADC CITES Taskforce, identify CITES issues of concern for the SADC region.
- In consultation with SADC CITES Taskforce, develop practical professional communication strategies on CITES issues of concern to the SADC region.
- Identify training needs for the SADC Member States to be able to effectively communicate CITES issues.
- Design SADC Taskforce coordination mechanisms for the implementation of communication strategy.
- Identify minimum qualifications of the communication specialist/company to be engaged in facilitating implementation of the communication strategy.
- Design communication campaigns on the identified CITES issues of concern to the SADC region.
- Develop workplan and budget to implement identified communication strategies.

2.1. Results to be achieved by the contractor

The main output of the consultancy is the draft communication strategy on CITES issues. Specific deliverables include the following:

- (i) An inception report on how the assignment will be conducted including the draft questionnaire and a list of stakeholders to be consulted.
- (ii) An initial draft of the communication strategy on CITES issues for comments by SADC Secretariat, SADC - CITES Taskforce and Member States.
- (iii) Final draft of the communication strategy on CITES issues.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

It assumed that the consultant would be procured within the reasonable time - frame and implemented within the schedule provided of 30 calendar days spread over 2 months.

3.2. Risks

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

Possible 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

The consultancy is estimated to be conducted within 30 working days. Payments will be tied to presentation of the Inception report, submission of the initial draft Strategy and then upon submission of the final draft communication strategy on CITES issues. The consultant shall comply with the SADC Secretariat Terms of Contract and shall be mindful of his/her duty of loyalty and confidentiality connected to this contractual relationship.

4.1.1. Project description and Specific work

This assignment will require the consultant (s) to get acquainted with relevant SADC CITES Engagement strategy among other relevant policy and framework documents on CITES issues for the consultant to understand the processes and synergies involved in the sectors and functioning. The assignment should also look at similar documents produced at continental and global level and specialized agencies involved in the area. The clear methodology for data collections will have to be developed. The consultant is expected to earmark data sources, provide requirements in terms of methodology using survey methods. The scope of activities will also involve an online regional validation workshop with CITES experts prior to finalization of the guidelines/document and subsequent submission to the SADC Technical Committee on Wildlife (TCW) for consideration and approval.

4.1.2. Geographical area to be covered

The Communication Strategy on the CITES issues will be used by SADC Member States as part of the objective of capacitating Member States to implement SADC-CITES Engagement Strategy (2022 – 2026). The 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.

4.1.3. Target groups

In developing the communication Strategy on the CITES issues, the consultant will work closely with the SADC Secretariat Natural Resources and Wildlife Unit, responsible for CITES matter in SADC, and SADC-CITES Taskforce Team. At Member States level, the task shall include engagement with experts from CITES management and scientific authorities for information collection and an online regional validation workshop.

4.2. Specific work

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

In particular, the consultant will be required to:

1. Consult relevant SADC strategy, policy, frameworks in particular the Vision 2050, RISDP, Protocol on Statistics, RSDS, Protocol on Trade and Annexes to Protocol on Trade to understand pertinent issues regarding CITES issues in SADC regional integration priorities.
2. Consult similar work undertaken at continental and global level.
3. Consult and analyze methodologies used at Member States level for collection CITES issues.
4. Prepare specific practical methodological strategy for planning, collection, validation, aggregation, and dissemination CITES at national level. The strategy should also put forward the link with the different sectors/aspects.
5. Prepare a draft SADC Communication strategy on CITES issues of the underlying considerations to the above points.
6. Present and validate the draft Communication Strategy to CITES experts of Member States and SADC Secretariat as a resource person for input and discussion in a virtual validation workshop.
7. Prepare a validation workshop report documenting inputs/proposals of Member States and Secretariat.
8. Prepare a revised and final version of the SADC Communication Strategy on CITES issues incorporating inputs from Secretariat and Member States for submission to the SADC Technical Committee on Wildlife for consideration and approval.

4.3. Project management

4.3.1. Responsible body

Overall responsibility for supervision of the Consultancy will lie with the Natural Resources and Wildlife Senior Programme Officer and assisted by the Programme Officer – Wildlife. The Consultant shall be responsible for the operational day-to-day management and coordination of the consultancy work.

4.3.2. Management structure

The Consultant shall report to the Senior Programme Officer – Natural Resources and Wildlife and perform the assigned tasks under the direct supervision of the Programme Officer – Wildlife. The consultant will continuously (via monthly reports/ email /zoom/ calls) update the Secretariat on progress and/or challenges with the drafting of the 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. Please see Article 3 of the specific contract for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Staffs

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

Qualifications and Skills

- MSc or PhD degree or equivalent in Wildlife Management, Natural Resources Management, Law or equivalent qualification.
- More than Five (5) years working experience in CITES processes on sustainable trade and use of natural resources,
- Citizen of SADC or Permanent Resident in the SADC region
- Long- term working experience in developing policies, or strategies related but not restricted to the field of sustainable natural resource management, law enforcement related to illegal wildlife trade and anti-poaching and/or trade in wildlife species products.
- Proven experience in the development of tools and/or guidelines for engaging MEAs,
- Knowledge in the interrelationships between poaching, sustainable and economic management of natural resources, illicit financial flows and the political economy of poaching/ anti-poaching and illegal wildlife trade.

- Good knowledge on trafficking of wildlife specimens, source, transit and destination countries; and
- Excellent writing and speaking skills in English. Knowledge of French or Portuguese is an added advantage.

General Professional Experience

- The Expert Must have at least ten (10) years of experience in production and dissemination of CITES issues including supporting engagement on CITES processes.

Specific Professional Experience

- At least 10 years of specific experience in developing working documents and proposals related to CITES;
- Strong experience in designing, implementation of surveys, data collection techniques, analysis and interpretation; and
- Experience in undertaking technical assistance and development of strategies in the area of CITES issue with focus in developing countries, preferably in SADC region.

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 provide 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, a final invoice and the financial report at the end of the period of implementation of the tasks. The draft final report must be submitted at least 15 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 financial section must contain details of the time inputs of the experts.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of expert (s) 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	No later than 15 days after the start of implementation
Draft final report	Short description of achievements including problems encountered and recommendations.	No later than 15 days 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 one week of receiving comments on the draft final report from the project manager identified in the contract.

Payment schedule is related to reports and their approvals, as follows:

- (i) 20% of the contract price shall be paid upon submission and approval of the Inception report.
- (ii) 40% of the contract price shall be paid upon submission of draft report completed.
- (iii) 40% of the contract price shall be paid upon submission of final report.

7.2. Submission & approval of reports

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

8.0 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.

9.0 BUDGET

The maximum available budget is **USD5,500** 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> ..	18
B.	<u>CURRICULUM VITAE</u>	20
C.	<u>FINANCIAL PROPOSAL</u>	24

COVER LETTER FOR THE EXPRESSION OF INTEREST

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **SHORT-TERM CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES** in accordance with your Request for Expression of Interests number **SADC/3/5/2/311**, dated **21st November 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's financial interests; or*
- f) they are being currently subject to an administrative penalty.*

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

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

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

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
[indicate the month and the year]	[indicate the country and the city]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
[indicate the month and the year]	[indicate the country and the city]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
[indicate the month]	[indicate the country]	Name of the Company: Address of the company:	[indicate the exact name and title and if]	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 COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES -REFERENCE NUMBER: SADC/3/5/2/311

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.

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

SHORT TERM CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES-REFERENCE NUMBER: SADC/3/5/2/311.

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 *[....]* for the project **"SHORT TERM CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES)-ISSUES-REFERENCE NUMBER: SADC/3/5/2/311** 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 for **SHORT TERM CONSULTANCY TO DEVELOP COMMUNICATION STRATEGY ON THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF FAUNA AND FLORA (CITES) ISSUES-REFERENCE NUMBER: SADC/3/5/2/311**
- 1.5 **Project Director** means the Coordinator at the SADC Secretariat referred to in Annex 1 of this Contract.

Mr. George Wambura
Senior Officer - Wildlife
Directorate of Food, Agriculture and Natural Resources (FANR)
Southern African Development Community (SADC)
Plot 54385 New CBD
Private Bag 0095 Gaborone,
BOTSWANA
Tel: +267 364 1974 +267 395 1863
Mobile: +267 71 352 426
Email: gwambura@sadc.int

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

2. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect on the date of its last signature by either of the parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.2 The duration of contract is 90 calendar days as per the provisions in Annex 1.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 have been delivered.

3. The Services

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

4. Payment

- 4.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2 to this Contract.

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

5. Status of the Individual Consultant

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

6. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (s)he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

7. Compliance with this contract

The Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

8. Assignment and Subcontracting

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

9. Breach of the Terms

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

10. Liability of the Individual Consultant

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

apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and

- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

10.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.

10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

11. Insurance

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

11.2 The cost of such insurances will be covered from reimbursable expenses of the contract.

11.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

11.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

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

12. Copyright

12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be

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

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

13. Non Disclosure & Confidentiality

- 13.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
- 13.2 If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

14. Suspension or Termination

- 14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.

- 14.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

15. No Waiver

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

16. Variations

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

17. Jurisdiction

This contract shall be governed by, and shall be construed in accordance with Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts in regard to any claim or matter arising under this contract.

- 17.1 This contract shall be governed by, and shall be construed in accordance, with Botswana law.
- 17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.
- 17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.
- 17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.

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

18. Privileges and Immunities

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

19. Entire Agreement

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

For the Procuring Entity		For the Individual Consultant	
Name :	Mrs. Angele Makombo N'tumba	Name :	
Position :	Deputy Executive Secretary- Regional Integration		
Place :	Gaborone, Botswana	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°	Description ¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

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

4.

- (i) 20% of the contract price shall be paid upon submission and approval of the Inception report;
- (ii) 40% of the contract price shall be paid upon submission of draft report completed.
- (iii) 40% of the contract price shall be paid upon submission of 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.