

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANT

***CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN
IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT
OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS***

REFERENCE NUMBER: SADC/3/5/2/351

30th July 2024

A handwritten signature in blue ink, located in the bottom right corner of the page.

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

“ CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS”

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\$ 12,000** (Twelve 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 “**CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS-REFERENCE NUMBER:SADC/3/5/2/351**” should be submitted through the virtual tender box link: <https://collab.sadc.int/s/rXj4qzemR4t43aG> by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **19th August 2024 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 your file on the link above as a zipped folder containing all your documents and label it your name. Note that there is no confirmation message for upload, but the files will be uploaded once it shows “Uploaded Files”*
7. Your CV will be evaluated against the following criteria.

| CRITERIA | POINTS |
|----------------------------------|------------|
| Qualifications and skills | 20 |
| General professional experience | 20 |
| 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 thresholds, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100$$

Financial evaluation

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

$$\text{Financial score} = (\text{lowest total fees} / \text{total fees of the tender being considered}) \times 100.$$

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

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

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

(i) **PRICES:**

The financial proposal shall be in United States Dollars (USD) and inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

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

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

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

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

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

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

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

9. The assignment is expected to commence 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: tchabwera@sadc.int , tenders@sadc.int, mhlatshwayo@sadc.int,
dtmbo@sadc.int Copy to : Pchifani@sadc.int

The closing date for receipt of requests for clarification shall be **9th August 2024 at midnight local time Botswana.**

The closing date for responding to requests for information and clarification shall be **13th August 2024 at midnight local time Botswana.**

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

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

ANNEX 3: **Standard Contract for Individual Consultants**

Sincerely,



Mr Thomas Chabwera

Head of Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

***CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN
IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND
DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY
MATERIALS***

TERMS OF REFERENCE:
CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS

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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 Country background

SADC is a 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, United Republic of Tanzania, Zambia, and Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security. SADC aspires to build a region in which there will be a high degree of harmonization and rationalization, to enable the pooling of resources to achieve collective self-reliance to improve the living standards of the people of the region.

Article 14 of the SADC Treaty establishes the SADC Secretariat as the principal executive institution of SADC. The Secretariat performs its mandate and functions within the policy, strategic and program provisions outlined in the Regional Indicative Strategic Development Plan (RISDP). The Regional Infrastructure Development Master Plan (RIDMP), the SADC Regional Agricultural Policy (RAP), the SADC Industrialization Strategy and the Roadmap to 2063, among others, are complementary guiding frameworks for achieving the regional integration agenda. SADC has also developed various Protocols for domestication and implementation by Member States.

One such key protocol is the SADC Protocol on Fisheries (2001). The objective of this Protocol is to promote responsible and sustainable use of the living aquatic resources and aquatic ecosystems of interest to State Parties, to:

- (i) Promote and enhance food security and human health.
- (ii) Safeguard the livelihood of fishing communities.
- (iii) Generate economic opportunities from nationals in the region.
- (iv) Ensure that future generations benefit from these renewable resources; and
- (v) Alleviate poverty with the ultimate objective of its eradication.

The SADC Protocol on Fisheries covers a number of areas including Management of Resources, enforcement to combat illegal, unreported and unregulated (IUU) fishing, Artisanal, Subsistence and Small-Scale commercial fisheries, Aquaculture, Management and Protection of the Aquatic Environments, Human Resources Development, Trade and Investment, and Science and Technology.

1.4 Current situation in the sector

About 40% of the region's population live below the poverty line of US\$1 per day. The fisheries and aquaculture sector are a major social and economic sector in the SADC region, contributing an average of 3.5% to national GDPs. From 2003 to 2020 fisheries production grew with substantial increases in the aquaculture subsector. In addition to its importance to the economies of many SADC countries in terms of income and creation

of employment, the fisheries and aquaculture sector provides major, irreplaceable contributions to food and nutrition security in the region.

The SADC Protocol on Fisheries was developed to optimise the benefits coming from the fisheries and aquaculture sector; hence its implementation strategy was approved in 2010 in the form of a SADC Fisheries Programme which prioritises the areas of aquaculture, combating IUU fishing, fish trade, management of shared fisheries resources, and small-scale/artisanal fisheries.

Since entry into force of the Protocol on Fisheries in 2003, Member States have been trying to domesticate and implement the Protocol, as it was reported in May 2023 at the Joint Meeting of Ministers of Agriculture and Food Security, Fisheries and Aquaculture held Kinshasa, DRC. At this meeting, Ministers:

Urged Member States:

- (a) Which have not yet acceded to the Protocol on Fisheries to do so.
- (b) To continue domesticating the Protocol on Fisheries and providing updated data and information on the performance of fisheries and aquaculture sector to the Secretariat; and
- (c) To explore strengthening of bilateral cooperation amongst themselves; and

(ii) Directed Secretariat to:

- (a) Engage in studies on the impacts of exotic fish species in the region in line with Articles 13.7 and 14 of the Protocol on Fisheries, and support Member States in the development of indigenous fish species for aquaculture.
- (b) Support Member States in developing projects to address development gaps in fisheries and aquaculture, and mobilise resources for implementation; and
- (c) Harmonise data collection approaches and methodologies in the region in line with Article 18.3 of the Protocol on Fisheries and should work closely with Food and Agriculture Organisation to develop these approaches and capacitate Member States.

SADC Secretariat in partnership with the Food and Agriculture Organization of the United Nations (FAO) Sub-regional Office for Southern Africa, developed a Monitoring Tool for the Protocol to help Member States to report on levels of implementation of the Protocol effectively and objectively, and for the SADC Secretariat to monitor this implementation. The Monitoring Tool was approved at the Joint Meeting of Ministers responsible for Agriculture and Food Security, Fisheries and Aquaculture held in Windhoek, Namibia during June 2019. To this, two assessment reports were developed, one in 2020 and another in 2022. In line with RISDP (2020-2030), reports are to be produced biennially, and the third report is due in 2024.

It is against this background that a consultancy to collate, analyse and prepare a final report on progress in the domestication and implementation of the Protocol on Fisheries, including assessment of impacts of exotic fish species in the region is proposed. This assignment will also include development of advocacy tools like factsheets, success stories and policy briefs to promote domestication and implementation of the Protocol on

Fisheries in Member States and provide advisory on management of introductions of exotic fish species in the regional waterways.

1.5 Related programmes and other donor activities

“The Programme for Improving Fisheries Governance and Blue Economy Trade Corridors in SADC region” (PROFISHBLUE Project) is the African Development Bank (AfDB) funded project being implemented in Comoros, Democratic Republic of Congo (DRC), Malawi, Madagascar, Mozambique, United Republic of Tanzania (URT) and Zimbabwe. Other Member States benefit indirectly from this project. The overall objective of the project is to promote sustainable management and use of fisheries resources within the blue growth context in the SADC region in order to improve food security, reduce poverty levels through employment opportunities, facilitate intra-regional trade and enhance adaptive capacity of fish value chain actors and communities against climate change and other external shocks. The project is expected to stimulate creation of about 100,000 direct jobs and a further 250,000 indirect jobs through allied industries such as boat building, net making and repairs, feed formulation, transportation and cold room networks, and retail distribution chains. Implementation of the project started in January 2022 and is expected to come to the close in December 2025.

The project is implemented with partners which include the African Organisation for Standardisation (ARSO), Food and Agriculture Organisation of the United Nations (FAO), United Nations for Industrial Development Organisation (UNIDO), WorldFish and World Wide Fund for Nature (WWF).

Another project is the “Strengthening the National-Regional Linkages in SADC” (SNRL), which is a partnership programme between SADC and the German Federal Ministry for Economic Cooperation and Development (BMZ) with co-funding from the European Union (EU). The Programme is implemented by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in partnership with SADC Secretariat. The programme is helping Member States to domesticate regional instruments in fisheries and aquaculture to support implementation of the Protocol on Fisheries. It also helps Secretariat to document success stories in fisheries and aquaculture.

This assignment will build on the interventions started under the SNRL programme and the PROFISHBLUE project.

OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Objective

The objective of this assignment is to develop a final report on progress in the domestication and implementation of the Protocol on Fisheries including assessment of impacts of exotic fish species in the region. This will be based on information from the completed Monitoring Tool questionnaires, aquaculture self-assessment tool, country reports, reports to/from Regional Fisheries Bodies (RFBs), Regional Fisheries Management Organisations (RFMOs), Large Marine Ecosystems (LMOs), regional programmes/projects and sub-regional arrangements for shared fisheries resources, mainly in shared lakes and river systems. In addition, it is expected that to further promote domestication and implementation of the Protocol on Fisheries, advocacy materials should be developed in the form of factsheets, success stories and policy briefs.

2.2 Results to be achieved by the contractor.

The results expected from the assignment are:

Inception report that includes the execution plan that will, inter alia, provide an assessment of the existing information available in the region; outlining a detailed approach and methodology for implementing this assignment.

Draft advocacy materials including policy brief(s), success stories, factsheet(s) and other promotion materials (infographics, pamphlets, booklets and flyers) that SADC Secretariat could publish.

Draft report on domestication and implementation of the Protocol on Fisheries and assessment of impacts of exotic fish species in the region, including a model power-point presentation; and

A final close-out report with specific recommendations as outlined in the description of the assignment and tasks.

ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project.

There is commitment from Member States to provide necessary information and data, respond to questionnaires and that there is readily available technical information and data from sub-regional and regional partner organisations, national, sub-regional and regional programmes, and projects as well as from national, regional, and international research institutions and universities.

3.2 Risks

| Risk | Level of Risk | Mitigation measure |
|---|----------------------|---|
| Missed deadlines | Medium | Ensure that a clear plan for delivery of expected outputs is in place and is part of the inception report. Payment should be linked with delivery of outputs. |
| Lack of data and information from Member States | High | Ensure that consultant is properly introduced to Member States and other relevant stakeholders. |
| Misrepresentation | Medium | Ensure that draft outputs are subjected to scrutiny and validation, both by Secretariat and Member States. All communication of the outcomes of the assignment should be done by Secretariat, unless sanctioned accordingly to be delivered by the consultant or a third party. |
| Consultant failing to meet expectations | Medium | Ensure that a competent consultant is appointed for the assignment and set clear expectations. Contract should detail clear terms of the assignment, including scope and costs. |
| Poor quality reports/outputs | Low | Ensure that reports are proofread and edited. Feedback must be adequately solicited and incorporated in reports. Reports must meet the scientific writing requirements and must be subjected to plagiarism checks. |

SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The consultancy seeks to collate, analyse, and prepare a final report on progress in the domestication and implementation of the Protocol on Fisheries, including assessment of impacts of exotic fish species in the region. This assignment will also include development of advocacy tools like factsheets, success stories and policy briefs to promote domestication and implementation of the Protocol on Fisheries in Member States.

4.1.2 Geographical area to be covered.

The entire SADC region, including exclusive economic zones (EEZs), and to some extent areas beyond national jurisdictions (ABNJ) of SADC Member States where some countries of the region are contracting parties.

4.1.3 Target groups

Member States fisheries managers, fish biologists, aquaculturists, fishers and conservation practitioners, fishing community members.

4.2 Specific work

The main tasks of this consultancy will include:

- Desk review on literature, reports, monographs, and other relevant publications relating to fisheries and aquaculture programmes in SADC.

- Engagement with various stakeholders at national, sub-regional and regional levels to collect information, data and seek inputs.

- Analysis of Monitoring Tool questionnaires, aquaculture self-assessment tool (based on best-practice “Guidelines for Management of Aquaculture in SADC region”).

- Assessment of impacts of exotic fish species in the region, based on the current status quo; and provision of a database of all introduced species and areas of occurrence, and recommendations for introduction of management measures in line with the “Guidelines for the Management of Aquaculture in SADC region” and the SADC protocol on Fisheries and other relevant regional and international instruments.

- Preparation of a draft report, with country specific case studies showing key challenges, successes, best practices etc.

- Development of policy brief, success stories and factsheet (as well as other advocacy materials like infographics, flyers, and other relevant promotional materials to popularise and advocate for domestication and implementation of the Protocol; and

- Presentation of draft documents to Secretariat and Member States for review and validation.

4.3 Project management

4.3.1 Responsible body

The Directorate of Food, Agriculture and Natural Resources (FANR) is responsible for this consultancy. The specific unit within the Directorate is the Fisheries Programme within the Natural Resources Management (NRM) Unit.

4.3.2 Management structure

The consultant will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Technical Advisor for Fisheries. Project oversight will be provided by the SADC Technical Committee on Fisheries.

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

No facilities are required for this consultancy.

LOGISTICS AND TIMING

5.1 Location

The location of the assignment will be home based with possible travel to Gaborone, Botswana, and selected SADC Member States, for initial meetings/presentations with project team (SADC Secretariat) and engagement with fisheries and aquaculture authorities in Member States and other relevant stakeholders. SADC Secretariat will take care of the travelling costs. The assignment will be home based.

5.2 Start date & period of implementation.

This assignment is expected to start in September 2024 and the total number of days allocated for this assignment is 60 working days.

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.

Profile of an Individual Consultant

(i) General Qualifications and Skills

- A minimum of master's degree in the field of fisheries economics, fisheries biology, fisheries science, fisheries management, aquaculture, zoology, natural resources management and related fields.
- Excellent report writing capability, track record in publication, especially in dissemination of science-based studies to communities through popular publications.
- Computer literate with good working knowledge of the standard Microsoft Office suite of programmes.
- Fluent in spoken and written English.

- Working knowledge of French and/or Portuguese is an added advantage.

(ii) General Professional Experience

- At least 10-years post-graduate experience working on issues related to regional economic integration, fisheries management and aquaculture and development.
- Experience in doing similar projects in the field of natural resources, specifically in fisheries sector will be a strong advantage.
- Experience in working in or with or understanding of the SADC region and its policies, strategies and programmes in fisheries and aquaculture, and through knowledge of the SADC fisheries sector.

(iii) Specific Professional experience

- Knowledge and experience in undertaking fisheries and aquaculture policies, strategies, programme, and project assessments.
- Knowledge and experience in fisheries and aquaculture policies and strategy development and implementation.
- Knowledge and experience in advocacy for policies and international fisheries instruments.
- Knowledge and understanding of continental, and international fisheries instruments.

6.2. Office accommodation Error! Bookmark not defined.

Consultant should be from the SADC region and operates in country of residence, with required travelling to either Secretariat or country of the Chair of SADC. Only facilities to be provided are virtual meeting facilities (ZOOM meeting rooms), as well as access to online documents and reports.

6.3. Facilities to be provided by the ContractorError! Bookmark not defined.

No facilities are required for this consultancy.

6.4. Equipment Error! Bookmark not defined.

No equipment is required for the consultancy. The consultant will use his/her own computer equipment and related equipment to implement the consultancy and generate necessary reports and products.

6.5. Incidental expenditure..... Error! Bookmark not defined.

Incidental expenses are not expected for this assignment. Consultant should be very prudent in utilising funds within the set budget.

| | | |
|-------|-------------|--------------|
| 6.6. | Expenditure | Verification |
| | 8 | |

The consultant shall keep all accurate and systematic accounts and records related to expenses incurred during the execution of the assignment, which shall be verified for eligibility by the Contractor before release of subsequent payment.

REPORTS

7.1 Reporting requirements

The individual consultant will report to the Director of Food, Agriculture and Natural Resources (FANR) through the Technical Advisor for Fisheries. The Director will approve all reports.

The table below provides an indicative timetable for the assignment and payment schedule.

| Date | Required Output | Remarks |
|--|--|--|
| 2 nd week of September 2024 | Inception report and execution plan | To be cleared by SADC Secretariat |
| 1 st week of October 2024 | 1 st Drafts advocacy materials | To be cleared by SADC Secretariat |
| 3 rd week of October 2024 | Final Drafts advocacy materials | To be cleared by SADC Secretariat |
| Last week of October 2024 | 1 st Draft Protocol Report and final close-out report | To be technically reviewed and cleared by SADC Secretariat |
| Last week of March 2025 | Presentation of Final Draft Protocol Report to the Fisheries Technical Committee | In consultation with Secretariat and Member States |

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

- a) 10% of the contract price upon the submission and acceptance of the Draft Inception Report.
- b) 40% of the contract price upon the submission and acceptance of the Draft Policy & procedures and Draft Consultancy Report.
- c) 50% of the contract price upon submission and acceptance of Final Draft Policy & procedures and Final Consultancy Report of the Assignment.

7.2 Submission & approval of reports

Copies of the reports referred to above must be submitted to the project manager identified in the contract. All reports and communications with the contracting authority shall be in English in MS Word/Excel/PowerPoint format, and ready for printing and distribution. Reports shall not exceed 50 pages. The SADC Secretariat will arrange for the translation of reports and communications into all SADC languages.

MONITORING AND EVALUATION

This contract will be monitored and evaluated using five specific performance measures/indicators, viz. inputs, output, efficiency, quality and outcome.

8.1. Definition of indicators

- (i) Input measure will monitor the amount of resources (financial) being utilised to achieve the expected outcomes of this contract.
- (ii) Output measure will monitor how much was produced (products and actions) in line with the requirements of the contract.

- (iii) Efficiency measure will monitor the relationship between the amount produced (output) and the resources used (input).
- (iv) Quality measure will determine whether the expectations of the contracting entity (SADC Secretariat) and its stakeholders (Member States) are being met. These expectations include timeliness, accuracy, courtesy and meeting of contracting entity's needs.
- (v) Outcome measure will determine the extent to which the overall objective and purposes of the contract are met and are impacting on intended clientele (Secretariat and Member States).

8.2. Special requirements

N/A

BUDGET

The assignment is budgeted for within the SADC Secretariat's Directorate of Food, Agriculture and Natural Resources (FANR) budget. The cost shall include consultancy fees. This Service contract budget is for a maximum value of US\$ 12,000.

ANNEX 2: Expression of Interest Forms

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COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS - REFERENCE NUMBER: SADC/3/5/2/351

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS**, in accordance with your Request for Expression of Interests number **SADC/3/5/1/98**, dated **30th July 2024** 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 procedure 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 |
|-----------------------------------|-------------------------------------|---|--|--|
| [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 and the year] | [indicate the country and the city] | Name of the Company: Address of the company: Phone: | [indicate the exact name and title and if it was a | 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 |
|-----------------------------------|-------------------------------------|---|--|--|
| | | Fax: Email: Name and title of the reference person from the company: | short term or a long term position] | |
| | | | | |
| [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: |

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

**CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN
IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT
OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS-REFERENCE
NUMBER: SADC/3/5/2/351.**

| 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)

CONSULTANCY TO PREPARE FINAL REPORT ON PROGRESS IN IMPLEMENTATION OF THE PROTOCOL ON FISHERIES AND DEVELOPMENT OF POLICY BRIEFS AND RELATED ADVOCACY MATERIALS-REFERENCE NUMBER: SADC/3/5/2/351.

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.

Contract Value means the total price of the Financial Proposal included in the Individual Consultant's quotation dated (.....) for the project "**Consultancy to Prepare Final Report on Progress in Implementation of the Protocol on Fisheries and Development of Policy Briefs and Related Advocacy Materials-Reference Number: SADC/3/5/2/351**" and reflected as such in Annex 2 of this Contract.

1.2 **Data Subject** means a natural person (i.e., an individual) who can be identified, directly or indirectly, by reference to Personal Data.

Individual Consultant means ..., the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest for **Consultancy to Prepare Final Report on Progress In Implementation of the Protocol On Fisheries and Development of Policy Briefs and Related Advocacy Materials - Reference Number: SADC/3/5/2/351."**

1.3 **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.

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

1.5 **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:

Dr Motseki Hlatshwayo
Technical Advisor: Fisheries
Project Manager: PROFISHBLUE
Directorate Food, Agriculture and Natural Resources
SADC Secretariat
Private Bag 0095
Gaborone, BOTSWANA
Tel: +267 71369071
[Email: mhlatshwayo@sadc.int](mailto:mhlatshwayo@sadc.int)

1.6 **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 4 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 | Dr Judith Kateera | Name | |
| Position | Deputy Executive Secretary- Corporate Affairs | | |
| Place | Gaborone | Place | |
| Date | | Date | |
| Signature | | Signature | |

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 upon the submission and acceptance of the Draft Inception Report.
- b) 40% of the contract price upon the submission and acceptance of the Draft Policy & procedures and Draft Consultancy Report.
- c) 40% of the contract price upon submission and acceptance of Final Draft Policy & procedures and Final Consultancy Report of the Assignment.

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.

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